

**BOULT
CUMMINGS
CONNERS
& BERRY_{PLC}**

LAW OFFICES
414 UNION STREET, SUITE 1600
POST OFFICE BOX 198062
NASHVILLE, TENNESSEE 37219

April A. Ingram
(615) 252-2302
Fax: (615) 252-6302
Email: aingram@bccb.com

RECEIVED
REGULATORY AUTH.
100 MAY 2 PM 2 12

OFFICE OF THE
EXECUTIVE SECRETARY

TELEPHONE (615) 244-2582
FACSIMILE (615) 252-2380
INTERNET WEB <http://www.bccb.com/>

May 2, 2000

VIA HAND DELIVERY

David Waddell
Executive Director
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: Application of DV2, Inc. for a Certificate of Convenience and Necessity as
a Competing Telecommunications Service Provider
Docket No. 00-00351

Dear Mr. Waddell:

DV2, Inc. ("DV2" or "Applicant") hereby submits the enclosed Application, seeking authority to operate as a provider of facilities-based and resold telecommunications services within the state of Tennessee. An original and thirteen (13) copies are provided. Filed under separate cover is Exhibit "F" to the Application, which contains proprietary information. Because this information is highly confidential and proprietary, DV2 requests that the Tennessee Regulatory Authority not disclose this financial information to the public or to any of DV2's competitors.

Also enclosed is a check in the amount of \$25.00 for filing fees. Notice of this filing has been served on interested parties.

Please date-stamp one copy and return it to the undersigned in the postage-paid envelope provided.

If you have any questions concerning this matter, or if you require additional information, please give me a call at 252-2302.

May 2, 2000
Page 2

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

A handwritten signature in black ink, appearing to read "April A. Ingram", with a stylized, flowing script.

By:
April A. Ingram

AAI/

cc: Charles Hudak, Esq.

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

IN RE:)
)
APPLICATION OF DV2, INC. FOR A)
CERTIFICATE OF PUBLIC CONVENIENCE)
AND NECESSITY TO PROVIDE LOCAL)
EXCHANGE AND INTRASTATE)
INTEREXCHANGE TELECOMMUNICATIONS)
SERVICES AS A COMPETITIVE)
TELECOMMUNICATIONS SERVICE)
PROVIDER WITHIN THE)
STATE OF TENNESSEE)

RECEIVED
REGULATORY AUTHORITY

NOV 2 2 PM 2 12

EXECUTIVE SECRETARY

DOCKET NO. 00-00351

APPLICATION OF DV2, INC.

COMES NOW DV2, Inc. (the "Applicant"), a Georgia corporation, and hereby applies to the Tennessee Regulatory Authority (the "TRA") for a Certificate of Public Convenience and Necessity, pursuant to Section 65-4-201 *et seq.* of the Tennessee Code Annotated and the TRA's Rules and Regulations, authorizing Applicant to provide facilities-based and resold local exchange and intrastate, interexchange (interLATA and intraLATA toll) telecommunications services as a competitive telecommunications service provider within the State of Tennessee. In compliance with the TRA's Rules and Regulations, the following information is provided.

I. DESCRIPTION OF THE APPLICANT

1. **Applicant's Name and Address.** Applicant's correct name and address is

DV2, Inc.
2116 Kinsmon Drive
Marietta, Georgia 30062
Tel.: (770) 643-9371
Fax.: (770) 643-9539

2. **Applicant's Corporate Structure.** Applicant was incorporated under the laws of the State of Georgia on October 26, 1998. A copy of Applicant's Certificate to Transact Business as a Foreign Corporation in the State of Tennessee is attached hereto at Exhibit "A". Applicant's certificate of

incorporation, articles of incorporation and by-laws are attached hereto at Exhibit "B". An organizational chart showing Applicant's corporate structure is attached hereto at Exhibit "C".

3. **Applicant's Attorneys' Names and Addresses.** The correct name, address and telephone number of Applicant's attorneys are:

April A. Ingram
Boult Cummings Conners & Berry PLC
414 Union Street, Suite 1600
P.O. Box 198062
Nashville, Tennessee 37219
Tel: (615) 252-2302
Fax: (615) 252-6302

and

Charles A. Hudak
Timothy L. Geraghty
Gerry, Friend & Saprionov, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346-2131
Tel: (770) 399-9500
Fax: (770) 395-0000

Mr. Hudak or Mr. Geraghty should be contacted in connection with questions regarding Applicant's general operation and management, as well as any tariff-related matters.

4. **Authorized Representative.** Upon grant of certification, the TRA should direct all correspondence, inquiries or data requests to:

Jeffrey W. Hinkle
DV2, Inc.
2116 Kinsmon Drive
Marietta, Georgia 30062
Tel.: (770) 643-9371
Fax.: (770) 643-9535

with a copy to:

Charles A. Hudak
Timothy L. Geraghty
Gerry, Friend & Saprnov, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346-2131
Tel: (770) 399-9500
Fax: (770) 395-0000

5. **Tennessee Offices.** Applicant does not maintain, and does not intend to maintain, an office in the State of Tennessee. Applicant's registered agent and address for service of process in the State of Tennessee is:

DV2, Inc.
c/o CT CORPORATION SYSTEM
530 Gay Street
Knoxville, Tennessee 37902

II. DESCRIPTION OF APPLICANT'S PROPOSED SERVICES

6. **Description of Proposed Services.** Applicant seeks authority to provide local exchange and intrastate, interLATA and intraLATA toll (as permitted by the TRA) telecommunications services in the State of Tennessee. Applicant intends to provide such services (i) by reselling the services of other certificated local exchange carriers and long distance carriers operating in the State of Tennessee, (ii) by leasing unbundled network elements obtained from certificated incumbent local exchange carriers operating in the State of Tennessee, and (iii) by providing services over Applicant's proposed facilities-based network.

A. **Local Exchange Telecommunications Services.** Applicant requests authority to provide a wide variety of local voice and data telecommunications services to consumers in the State of Tennessee, including single and multi-line residential and business services; complex services such as CENTREX, high-capacity private line (e.g. T-1, DS-1, DS-3, OC-3, OC-12), ISDN, digital subscriber line and frame relay services; directory listing services; and optional CLASS service

features such as call waiting, call forwarding, three-way calling, speed dialing, call return, unpublished number and caller identification. Moreover, Applicant will provide those services required by TRA Rule 1220-4-8-.04(3)(b), either directly or through arrangements with other carriers or companies.

B. Intrastate, Interexchange Telecommunications Services. Applicant requests authority to provide facilities-based interexchange (interLATA and intraLATA toll) telecommunications services to business and residential customers through use of a combination of unbundled network elements leased from other certificated carriers, and long distance transmission facilities leased or purchased from certificated long distance carriers. Until Applicant's facilities are operational, Applicant intends to provide interexchange telecommunications resale services. Applicant's proposed interexchange services may include direct dial ("1+") services, measured toll services, private line services, toll-free (*e.g.*, "800", "888") services, travel card services and prepaid calling card services.

C. Billing and Customer Service Information. Applicant intends to bill its customers directly for local exchange and intrastate, interexchange telecommunications services. The charges, based upon the rates which will be set forth in Applicant's tariffs, Applicant's name, and its telephone number for customer assistance will appear on all invoices. As a new entrant into the Tennessee telecommunications marketplace, Applicant has not yet finalized its policies regarding customer service orders, inquiries and complaints. However, Applicant intends to comply with all rules and regulations that the TRA may impose subject to Tennessee law as now or hereafter enacted.

7. Geographic Area to Be Served. Applicant proposes to serve the entire State of Tennessee to the fullest extent permitted by Tennessee law and the orders, rules and regulations of the TRA.

8. **Tariff.** Applicant proposes to offer local exchange and intrastate interexchange telecommunications services within the State of Tennessee as further described in its proposed tariffs, attached hereto at Exhibit "D". Modifications to these tariffs, once approved, shall be made on such notice as is required by the TRA's rules.

III. APPLICANT'S TECHNICAL, FINANCIAL AND MANAGERIAL QUALIFICATIONS

9. **Technical and Managerial Expertise.** Applicant has sufficient technical and managerial ability to provide the services for which authority is requested in this Application. Applicant's management team is led by Jeffrey W. Hinkle, an individual who has distinguished himself in executive positions with some of the largest communications equipment and service companies in the United States, such as BellSouth Telecommunications, Inc., Sun Data, Inc. and General Electric ITS. A description of Mr. Hinkle's technical and managerial ability is attached hereto at Exhibit "E". Moreover, Applicant has filed, or is in the process of filing, applications for authority to provide the telecommunications services described herein in the States of Alabama, Florida, Georgia, Louisiana, North Carolina and Texas. Applicant has not been denied authority to provide intrastate telecommunications services in any state, and has not been subject to any regulatory penalties for violating state or federal telecommunications statutes, rules or regulations (e.g., slamming).

10. **Financial Capability.** Applicant possesses sufficient financial capability to provide its local exchange, and intrastate interexchange telecommunications services on a continuous basis. Inasmuch as Applicant is a newly-created telecommunications carrier, Applicant will submit to the Commission financial information and business projections specific to Applicant's operations, which further demonstrate Applicant's ability to provide the services proposed herein, under trade secret protection. Such financial information is attached hereto at Exhibit "F".

11. **Compliance with Laws.** By submitting this application, and by participating in all proceedings necessary to effect certification, Applicant hereby asserts its willingness and ability to

comply with all rules and regulations that the TRA may impose subject to Tennessee law as now or hereafter enacted. Accordingly, by this application, Applicant seeks such approval and authority as may be required for Applicant to provide local exchange and intrastate interexchange telecommunications services throughout the entire State of Tennessee.

12. Notice to Incumbent Local Exchange Carriers. Pursuant to the rules and regulations of the TRA, notice of this Application is being provided to the following incumbent local exchange carriers contemporaneously with its filing with the TRA:

Guy M. Hicks, Esq.
BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300

James B. Wright, Esq.
United Telephone Southeast, Inc.
1411 Capital Boulevard
Wake Forest, North Carolina 27587-5900

John B. Adams, Esq.
Citizens Telecommunications Company of Tennessee
1400 16th Street, N.W., Suite 500
Washington, D.C. 20036

13. Procedure for Verifying Customer Ordered Changes. Applicant intends to comply with all applicable state or federal telecommunications statutes, rules or regulations governing the processing, verification and implementation of customer-ordered changes. Further, in order to limit customer confusion regarding Applicant's services and to avoid processing unauthorized service change requests, Applicant will not accept or implement verbal requests for carrier changes.

14. Small and Minority-Owned Telecommunications Business Plan. Pursuant to Tennessee Code Annotated, Section 65-4-212, Applicant's Small and Minority-Owned Telecommunications Business Plan is attached hereto at Exhibit "G".

15. Year 2000 Compliance. Applicant's Year 2000 Readiness Disclosure is attached hereto at Exhibit "H".

16. **Toll Dialing Parity Plan.** Applicant's Toll Dialing Parity Plan is attached hereto at Exhibit "I".

17. **Rural Telephone Companies and Telephone Cooperatives.** Unless otherwise permitted by federal or state law, Applicant does not intend to offer local exchange services in areas served by any incumbent local exchange carrier with fewer than 100,000 total access lines, unless the incumbent has voluntarily entered into an agreement with a competing telecommunications service provider or the incumbent has applied to provide telecommunications services in an area outside of its service area (existing as of June 6, 1995). Applicant also does not intend to provide its services in any area served by a telephone cooperative unless otherwise permitted by applicable federal or state law. Applicant reserves the right to expand its operations into these areas should any rulings of the TRA or of any court or applicable administrative agency allow the provision of service in such areas.

18. **Mergers, Acquisitions and Corporate Structure.** Applicant is not currently involved in any mergers or acquisitions.

19. **Pre-Filed Testimony.** The Pre-Filed Testimony of Jeffrey W. Hinkle, Applicant's President, is attached hereto at Exhibit "J".

20. **Sample Bill.** Applicant's Sample Bill is attached hereto at Exhibit "K".

IV. ARGUMENT IN SUPPORT OF APPLICATION

21. **Public Interest, Convenience and Necessity.** TRA approval of the matters described herein is in the public interest. Applicant intends to provide a single resource for a wide variety of telecommunications, data communications, Internet, e-commerce, and LAN networking services to residential and business customers. Applicant intends to offer such customers products such as local switched and dedicated voice services, long distance switched and dedicated voice services, as well as high-speed data services to satisfy the explosive demand created by the Internet.

switched and dedicated voice services, long distance switched and dedicated voice services, as well as high-speed data services to satisfy the explosive demand created by the Internet.

In addition to the services Applicant plans to offer, the presence of another authorized local exchange and intrastate interexchange carrier will provide additional choices to consumers, promote competition, and lead to the reduction of consumer costs for telecommunications services. Competition, in turn, will encourage efforts by other certificated telecommunications providers to broaden the range of choices for Tennessee consumers of local exchange and intrastate interexchange services. Applicant submits that, based on the information supplied herein, its proposed service offerings will provide Tennessee consumers with high quality telecommunications products and services at reasonable rates while encouraging innovation and efficiency among all providers of telecommunications products and services in the state.

WHEREFORE, Applicant respectfully requests that the TRA:

- (1) issue a Certificate of Public Convenience and Necessity authorizing it to engage in the provision of facilities-based and resold local exchange and intrastate interexchange telecommunications services within the State of Tennessee; and
- (2) grant any other and additional relief that the TRA may deem just and proper.

Respectfully submitted this 2nd day of ~~May~~, 2000.

DV2, INC.

By: _____



April A. Ingram, Esq.

BOULT CUMMINGS CONNERS & BERRY, PLC

414 Union Street

P.O. Box 198062

Suite 1600

Nashville, Tennessee 37219

(615) 252- 2302

And

Charles A. Hudak, Esq.

Timothy L. Geraghty, Esq.

GERRY, FRIEND & SAPRONOV, LLP

Three Ravinia Drive, Suite 1450

Atlanta, GA 30346-2131

(770) 399-9500

Its Attorneys


BEFORE THE
TENNESSEE REGULATORY AUTHORITY

IN RE:)
)
APPLICATION OF DV2, INC. FOR A)
CERTIFICATE OF PUBLIC CONVENIENCE)
AND NECESSITY TO PROVIDE LOCAL)
EXCHANGE AND INTRASTATE)
INTEREXCHANGE TELECOMMUNICATIONS)
SERVICES AS A COMPETITIVE)
TELECOMMUNICATIONS SERVICE)
PROVIDER WITHIN THE)
STATE OF TENNESSEE)

VERIFICATION

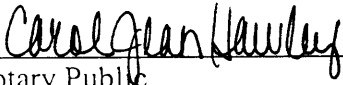
The undersigned attests that he has reviewed this filing on behalf of DV2, Inc. ("Applicant") in the above-mentioned proceeding; that it appears to be true and correct; and that it is hereby adopted on behalf of Applicant. By this application, and participating in all proceedings necessary to effect certification, Applicant hereby asserts its willingness and ability to comply with all rules and regulations that the Tennessee Regulatory Authority may impose subject to Tennessee law as now or hereafter enacted.

DV2, INC.

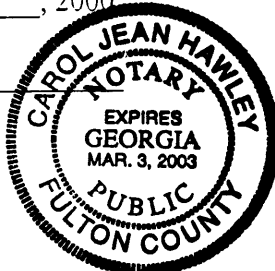


Jeffrey W. Hinkle
President

This document was signed in my presence
on the 04th day of February, 2000



Notary Public



NOTICE OF FILING

DV2, Inc. has filed an Application with the Tennessee Regulatory Authority for a Certificate of Convenience and Necessity as a Competing Telecommunications Service Provider. The undersigned hereby certifies that a copy of this notice and a copy of the Application has been served on the following persons via U.S. Mail this 2nd day of May, 2000:

Guy M. Hicks
BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

T. G. Pappas, Esq.
Bass, Berry & Sims
2700 First American Center
313 Deaderick Street
Nashville, Tennessee 37238-2700

James B. Wright, Esq.
United Telephone-Southeast, Inc.
14111 Capital Boulevard
Wake Forest, NC 27587-5900

Ardmore Telephone Company, Inc.
Terry Wales, General Manager
P.O. Box 549
517 Ardmore Avenue
Ardmore, TN 38449

Century Telephone of Adamsville
David Dickey, Division Manager
P.O. Box 405
116 N. Oak Street
Adamsville, TN 38310

Century Telephone of Claiborne
Don Ray Fannon, Division Manager
P.O. Box 100
57 Main Street
New Tazewell, TN 37825

Century Telephone of Ooltewah-Collegedale, Inc.
Terry Crutchfield, Division Manager
P.O. Box 782

5616 Main Street
Ooltewah, TN 37363

Citizens Telephone Company of Tennessee
Citizens Telecommunications Company of the Volunteer State
Mike Swatts, State Regulatory Director, South
P.O. Box 770
300 Bland Street
Bluefield, WV 24701

TDS Telecom-Tellico Telephone Company, Inc.
P.O. Box 9
102 Spence Street
Tellico Plains, TN 37385-0009

Loretto Telephone Company, Inc.
Louise Brown, President
P.O. Box 130
Loretto, TN 38469

Millington Telephone Company, Inc.
W. S. Howard, President
4880 Navy Road
Millington, TN 38053

Sprint-United
Steve Parrott
Director-Regulatory Affairs
112 Sixth Street
Bristol, TN 37620

TDS Telecom-Concord Telephone Exchange, Inc.
Jerry R. Parkerson, Manager
P.O. Box 22610
701 Concord Road
Knoxville, TN 37933-0610

TDS Telecom-Humphreys County Telephone Company
Bernard R. Arnold, Manager
P.O. Box 552
203 Long Street
New Johnsonville, TN 37134-0552


TDS Telecom-Tennessee Telephone Company
P.O. Box 18139
Knoxville, TN 37928-2139

TEC-Crockett Telephone Company, Inc.
P.O. Box 7
Friendship, TN 38034

TEC-People's Telephone Company, Inc.
P.O. Box 310
Erin, TN 37061

TEC-West Tennessee Telephone Company, Inc.
P.O. Box 10
244 E. Main Street
Bradford, TN 38316

United Telephone Company
P.O. Box 38
120 Taylor Street
Chapel Hill, TN 37034



April A. Ingram

EXHIBIT "A"

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS
AS A FOREIGN CORPORATION

Secretary of State
Corporations Section
James K. Polk Building, Suite 1800
Nashville, Tennessee 37243-0306

REQUEST NUMBER: 0000264972
TELEPHONE CONTACT: (615) 741-6488
CHARTER/QUALIFICATION DATE: 03/17/2000
STATUS: ACTIVE
CORPORATE EXPIRATION DATE: PERPETUAL
CONTROL NUMBER: 0386509
JURISDICTION: GEORGIA

TO:
CAPITAL FILING SERVICE INC
PMB 333
7051 HWY 70 S
NASHVILLE, TN 37221

REQUESTED BY:
CAPITAL FILING SERVICE INC
PMB 333
7051 HWY 70 S
NASHVILLE, TN 37221

CERTIFICATE OF AUTHORIZATION

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT
"DV2, INC.",

A CORPORATION FORMED IN THE JURISDICTION SET FORTH ABOVE, IS AUTHORIZED TO
TRANSACTION BUSINESS IN THIS STATE;
THAT ALL FEES, TAXES, AND PENALTIES OWED TO THIS STATE WHICH AFFECT THE
AUTHORIZATION OF THE CORPORATION HAVE BEEN PAID;
THAT AN APPLICATION FOR CERTIFICATE OF WITHDRAWAL HAS NOT BEEN FILED.

FOR: REQUEST FOR CERTIFICATE

ON DATE: 03/20/00

FROM:
CAPITAL FILING SERVICE, INC.
PMB 333
7051 HWY 70 SOUTH
NASHVILLE, TN 37221-0000

RECEIVED:	FEES	
	\$20.00	\$0.00
TOTAL PAYMENT RECEIVED:		\$20.00

RECEIPT NUMBER: 00002644972
ACCOUNT NUMBER: 00101230



Riley C Darnell

RILEY C. DARNELL
SECRETARY OF STATE

Secretary of State
Corporations Section
James K. Polk Building, Suite 1800
Nashville, Tennessee 37243-0306

DATE: 03/20/00
REQUEST NUMBER: 3855-2937
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 03/17/00 1131
EFFECTIVE DATE/TIME: 03/17/00 1131
CONTROL NUMBER: 0386509

TO:
DV2, INC.
2116 KINSMON DR.
MARIETT, GA 30062

RE:
DV2, INC.
APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF
AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE
ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE
CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN
NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE
REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE
ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS
OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED
AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION
OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR
FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

ON DATE: 03/20/00

FROM:
DV2, INC.
2116 KINSMON DR.

MARIETTA, GA 30062-0000

RECEIVED: FEES \$600.00 \$0.00
TOTAL PAYMENT RECEIVED: \$600.00

RECEIPT NUMBER: 00002644931
ACCOUNT NUMBER: 00334174



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

State of Tennessee



Department of State
Corporations Section
18th Floor, James K. Polk Building
Nashville, TN 37243-0306

APPLICATION FOR
CERTIFICATE OF AUTHORITY
(FOR PROFIT)

FILED

For Office Use Only

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is DV2, Inc.

*If different, the name under which the certificate of authority is to be obtained is _____

[NOTES: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. *If obtaining a certificate of authority under a different corporate name, an application for registration of an assumed corporate name must be filed pursuant to Section 48-14-101(d) with an additional \$20.00 fee.]

2. The state or country under whose law it is incorporated is Georgia

3. The date of its incorporation is 10/26/98 (must be month, day, and year), and the period of duration, if other than perpetual, is _____

4. The complete street address (including zip code) of its principal office is

2116 Kinsmon Drive Marietta GA 30062
Street City State/Country Zip Code

5. The complete street address (including the county and the zip code) of its registered office in Tennessee and the name of its registered agent is

530 Gay Street Knoxville Knox 37902
Street City County Zip Code

CT CORPORATION SYSTEM
Registered Agent

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)

Jeffrey W. Hinkle (President) 2116 Kinsmon Dr., Marietta, GA 30062

Deborah Bass Hinkle (V.P./Secretary) 2116 Kinsmon Drive, Marietta, GA 30062

7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.)

Jeffrey W. Hinkle 2116 Kinsmon Dr., Marietta, GA 30062

Deborah Bass Hinkle 2116 Kinsmon Dr., Marietta, GA 30062

8. If the corporation commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) _____

9. The corporation is a corporation for profit.

10. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is

_____, _____ (date), _____ (time).

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

[NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is incorporated. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.]

3/12/2000
Signature Date

President
Signer's Capacity

DV2, Inc.
Name of Corporation

[Signature]
Signature

Jeffrey W. Hinkle
Name (typed or printed)

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

30334 1210-813

DOCKET NUMBER : 000620016
CONTROL NUMBER : K839104
DATE INC/AUTH/FILED: 10/26/1998
JURISDICTION : GEORGIA
PRINT DATE : 03/02/2000
FORM NUMBER : 211

CO MAR 17 AM 11:31

NELSON, MULLINS, RILEY & SCARBOROUGH
ANN B. VANDIVER
999 PEACHTREE ST NE STE 1400
ATLANTA, GA 30309

RECEIVED
SECRETARY OF STATE

CERTIFICATE OF EXISTENCE

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

DV2, INC.
A DOMESTIC PROFIT CORPORATION

was formed in the jurisdiction stated above or was authorized to transact business in Georgia on the above date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.



Cathy Cox
Secretary of State

EXHIBIT "B"

CERTIFICATE OF INCORPORATION,
ARTICLES OF INCORPORATION AND BY-LAWS

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : K93410773
CONTROL NUMBER : K839104
DATE INC/AUTH/FILED: 10/26/1998
JURISDICTION : GEORGIA
PRINT DATE : 12/07/1999
FORM NUMBER : 211

NELSON MULLINS RILEY & SCARBOROUGH
ANN B. VANDIVER
999 PEACHTREE ST., STE. 1400
ATLANTA, GA 30309

CERTIFICATE OF EXISTENCE

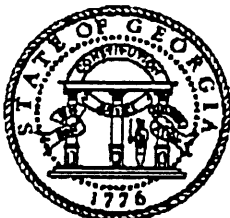
I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

DV2, INC.
A DOMESTIC PROFIT CORPORATION

was formed in the jurisdiction stated above or was authorized to transact business in Georgia on the above date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

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Cathy Cox
Secretary of State

Secretary of State
Corporations Division
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 9839104
EFFECTIVE DATE: 10/26/1998
COUNTY : FULTON
REFERENCE : 0077
PRINT DATE : 10/26/1998
FORM NUMBER : 311

NELSON, MULLINS, RILEY & SCARBOROUGH
WILLIAM J. CHING
999 PEACHTREE ST., STE. 1400
ATLANTA, GA 30309

CERTIFICATE OF INCORPORATION

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

DV2, INC.
A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Lewis A. Massey

Lewis A. Massey
Secretary of State

**ARTICLES OF INCORPORATION
OF
DV2, INC.**

**ARTICLE ONE
NAME**

The name of the corporation is DV2, Inc. (the "Corporation").

**ARTICLE TWO
CAPITALIZATION**

The total number of shares of all classes which the Corporation has authority to issue is fifteen million (15,000,000), of which ten million (10,000,000) shares shall be designated as "Common Stock," and five million (5,000,000) shares shall be designated as "Preferred Stock."

The designations and the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications and terms and conditions of redemption of the shares of each class of stock are as follows:

Preferred Stock

The Preferred Stock may be issued from time to time by the Board of Directors as shares of one or more series. The description of shares of each series of Preferred Stock, including any preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications, and terms and conditions of redemption shall be as set forth in resolutions adopted by the Board of Directors, and articles of amendment shall be filed with the Georgia Secretary of State as required by law to be filed with respect to the issuance of such Preferred Stock, prior to the issuance of any shares of such series.

The Board of Directors is expressly authorized, at any time: (i) to adopt resolutions providing for the issuance of or a change in the number of shares of any particular series of Preferred Stock; and (ii) to the extent required by law, to file articles of amendment that are effective without shareholder action to increase or decrease the number of shares included in each series of Preferred Stock, but not below the number of shares then issued, and to set or change in any one or more respects the designations, preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or terms and conditions of redemption relating to the shares of each such series. Notwithstanding the foregoing, the Board of Directors shall not be authorized to change the right of holders of the Common Stock of the Corporation to vote one vote per share on all matters submitted for shareholder action. The authority of the Board of Directors with respect to each series of Preferred Stock shall include, but not be limited to, setting or changing the following:

- (a) the annual dividend rate, if any, on shares of such series, the times of payment and the date from which dividends shall be accumulated, if dividends are to be cumulative;
- (b) whether the shares of such series shall be redeemable and, if so, the redemption price and the terms and conditions of such redemption;
- (c) the obligation, if any, of the Corporation to redeem shares of such series pursuant to a sinking fund;
- (d) whether shares of such series shall be convertible into, or exchangeable for, shares of stock of any other class or classes, and, if so, the terms and conditions of such conversion or exchange, including the price or prices or the rate or rates of conversion or exchange and the terms of adjustment, if any;
- (e) whether the shares of such series shall have voting rights, in addition to the voting rights provided by law, and, if so, the extent of such voting rights;
- (f) the rights of the shares of such series in the event of voluntary or involuntary liquidation, dissolution or winding-up of the Corporation; and
- (g) any other relative rights, powers, preferences, qualifications, limitations or restrictions thereof relating to such series.

The shares of Preferred Stock of any one series shall be identical with each other in all respects except as to the dates from and after which dividends thereon shall accumulate, if cumulative.

Common Stock

Subject to all of the rights of the Preferred Stock as expressly provided herein, by law or by the Board of Directors pursuant to this Article Two, the Common Stock of the Corporation shall possess all such rights and privileges as are afforded to capital stock by applicable law in the absence of any express grant of rights or privileges in the Corporation's Articles of Incorporation, including, but not limited to, the following rights and privileges:

- (a) dividends may be declared and paid or set apart for payment upon the Common Stock out of any assets or funds of the Corporation legally available for the payment of dividends;
- (b) the holders of Common Stock shall have the right to vote for the election of directors and on all other matters requiring shareholder action, each share being entitled to one vote; and
- (c) upon the voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, the net assets of the Corporation available for distribution shall be

distributed pro rata to the holders of the common Stock in accordance with their respective rights and interests.

ARTICLE THREE
INITIAL REGISTERED OFFICE AND AGENT

The street address and county of the initial registered office of the Corporation is 999 Peachtree Street, N.E., Suite 1400, Atlanta, Georgia 30309, Fulton County. The initial registered agent of the Corporation at such address is Glenn W. Sturm.

ARTICLE FOUR
INCORPORATOR

The name and address of the incorporator is:

William J. Ching
Nelson Mullins Riley & Scarborough, L.L.P.
First Union Plaza, Suite 1400
999 Peachtree Street, N.E.
Atlanta, Georgia 30309

ARTICLE FIVE
MAILING ADDRESS OF PRINCIPAL OFFICE

The mailing address of the initial principal office of the Corporation is:

999 Peachtree Street, N.E.
Suite 1400
Atlanta, Georgia 30309

ARTICLE SIX
LIMITATION ON DIRECTOR LIABILITY

No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for breach of the duty of care or any other duty as a director, except that such liability shall not be eliminated for:

- (i) any appropriation, in violation of the director's duties, of any business opportunity of the Corporation;
- (ii) acts or omissions that involve intentional misconduct or a knowing violation of law;
- (iii) liability under Section 14-2-832 (or any successor provision or redesignation thereof) of the Georgia Business Corporation Code; and


(iv) any transaction from which the director derived an improper personal benefit.

If at any time the Georgia Business Corporation Code (the "Code") shall have been amended to authorize the further elimination or limitation of the liability of a director, then the liability of each director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Code, as so amended, without further action by the shareholders, unless the provisions of the Code, as amended, require further action by the shareholders.

Any repeal or modification of the foregoing provisions of this Article Six shall not adversely affect the elimination or limitation of liability or alleged liability pursuant hereto of any director of the Corporation for or with respect to any alleged act or omission of the director occurring prior to such a repeal or modification.

* * *

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation on the 26th day of October, 1998.



William J. Ching, Incorporator

SECRETARY OF STATE

OCT 26 2 23 PM '98

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BYLAWS

OF

DV2, INC.

ADOPTED OCTOBER 26, 1998

BYLAWS
OF
DV2, INC.
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BYLAWS

OF

DV2, INC.

References in these Bylaws to "Articles of Incorporation" are to the Articles of Incorporation of DV2, INC., a Georgia corporation (the "Corporation"), as amended and restated from time to time (the "Articles").

All of these Bylaws are subject to contrary provisions, if any, of the Articles (including provisions designating the preferences, limitations, and relative rights of any class or series of shares), the Georgia Business Corporation Code (the "Code"), and other applicable law, as in effect on and after the effective date of these Bylaws. References in these Bylaws to "Sections" shall refer to sections of the Bylaws, unless otherwise indicated.

ARTICLE ONE

Office

1.1 Registered Office and Agent. The Corporation shall maintain a registered office and shall have a registered agent whose business office is the same as the registered office.

1.2 Principal Office. The principal office of the Corporation shall be at the place designated in the Corporation's annual registration with the Georgia Secretary of State.

1.3 Other Offices. In addition to its registered office and principal office, the Corporation may have offices at other locations either in or outside the State of Georgia.

ARTICLE TWO

Shareholders' Meetings

2.1 Place of Meetings. Meetings of the Corporation's shareholders may be held at any location inside or outside the State of Georgia designated by the Board of Directors or any other person or persons who properly call the meeting, or if the Board of Directors or such other person or persons do not specify a location, at the Corporation's principal office.

2.2 Annual Meetings. The Corporation shall hold an annual meeting of shareholders, at a time determined by the Board of Directors, to elect directors and to transact any business that properly may come before the meeting. The annual meeting may be combined with any other meeting of shareholders, whether annual or special.

2.3 Special Meetings. Special meetings of shareholders of one or more classes or series of the Corporation's shares may be called at any time by the Board of Directors, the Chairman of the Board, or the President, and shall be called by the Corporation upon the written request (in compliance with applicable requirements of the Code) of the holders of shares representing twenty-five percent (25%) or more of the votes entitled to be cast on each issue proposed to be considered at the special meeting. The business that may be transacted at any special meeting of shareholders shall be limited to that proposed in the notice of the special meeting given in accordance with Section 2.4 (including related or incidental matters that may be necessary or appropriate to effectuate the proposed business).

2.4 Notice of Meetings. In accordance with Section 9.5 and subject to waiver by a shareholder pursuant to Section 2.5, the Corporation shall give written notice of the date, time, and place of each annual and special shareholders' meeting no fewer than 10 days nor more than 60 days before the meeting date to each shareholder of record entitled to vote at the meeting. The notice of an annual meeting need not state the purpose of the meeting unless these Bylaws require otherwise. The notice of a special meeting shall state the purpose for which the meeting is called. If an annual or special shareholders' meeting is adjourned to a different date, time, or location, the Corporation shall give shareholders notice of the new date, time, or location of the adjourned meeting, unless a quorum of shareholders was present at the meeting and information regarding the adjournment was announced before the meeting was adjourned; provided, however, that if a new record date is or must be fixed in accordance with Section 7.6, the Corporation must give notice of the adjourned meeting to all shareholders of record as of the new record date who are entitled to vote at the adjourned meeting.

2.5 Waiver of Notice. A shareholder may waive any notice required by the Code, the Articles, or these Bylaws, before or after the date and time of the matter to which the notice relates, by delivering to the Corporation a written waiver of notice signed by the shareholder entitled to the notice. In addition, a shareholder's attendance at a meeting shall be (a) a waiver of objection to lack of notice or defective notice of the meeting unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) a waiver of objection to consideration of a particular matter at the meeting that is not within the purpose stated in the meeting notice, unless the shareholder objects to considering the matter when it is presented. Except as otherwise required by the Code, neither the purpose of nor the business transacted at the meeting need be specified in any waiver.

2.6 Voting Group; Quorum; Vote Required to Act. (a) Unless otherwise required by the Code or the Articles, all classes or series of the Corporation's shares entitled to vote generally on a matter shall for that purpose be considered a single voting group (a "Voting Group"). If either the Articles or the Code requires separate voting by two or more Voting

Groups on a matter, action on that matter is taken only when voted upon by each such Voting Group separately. At all meetings of shareholders, any Voting Group entitled to vote on a matter may take action on the matter only if a quorum of that Voting Group exists at the meeting, and if a quorum exists, the Voting Group may take action on the matter notwithstanding the absence of a quorum of any other Voting Group that may be entitled to vote separately on the matter. Unless the Articles, these Bylaws, or the Code provides otherwise, the presence (in person or by proxy) of shares representing a majority of votes entitled to be cast on a matter by a Voting Group shall constitute a quorum of that Voting Group with regard to that matter. Once a share is present at any meeting other than solely to object to holding the meeting or transacting business at the meeting, the share shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournments of that meeting, unless a new record date for the adjourned meeting is or must be set pursuant to Section 7.6 of these Bylaws.

(b) Except as provided in Section 3.4, if a quorum exists, action on a matter by a Voting Group is approved by that Voting Group if the votes cast within the Voting Group favoring the action exceed the votes cast opposing the action, unless the Articles, a provision of these Bylaws that has been adopted pursuant to Section 14-2-1021 of the Code (or any successor provision), or the Code requires a greater number of affirmative votes.

2.7 Voting of Shares. Unless otherwise required by the Code or the Articles, each outstanding share of any class or series having voting rights shall be entitled to one vote on each matter that is submitted to a vote of shareholders.

2.8 Proxies. A shareholder entitled to vote on a matter may vote in person or by proxy pursuant to an appointment executed in writing by the shareholder or by his attorney-in-fact. An appointment of a proxy shall be valid for 11 months from the date of its execution, unless a longer or shorter period is expressly stated in the proxy.

2.9 Presiding Officer. Except as otherwise provided in this Section 2.9, the Chairman of the Board, and in his absence or disability the President shall preside at every shareholders' meeting (and any adjournment thereof) as its chairman, if either of them is present and willing to serve. If neither the Chairman of the Board nor the President is present and willing to serve, and if the Chairman of the Board has not designated another person who is present and willing to serve, then a majority of the Corporation's directors present at the meeting shall be entitled to designate a person to serve as chairman. If no director of the Corporation is present at the meeting or if a majority of the directors who are present cannot be established, then a chairman of the meeting shall be selected by a majority vote of (a) the shares present at the meeting that would be entitled to vote in an election of directors, or (b) if no such shares are present at the meeting, then the shares present at the meeting comprising the Voting Group with the largest number of shares present at the meeting and entitled to vote on a matter properly proposed to be considered at the meeting. The chairman of the meeting may designate other persons to assist with the meeting.

2.10 Adjournments. At any meeting of shareholders (including an adjourned meeting), a majority of shares of any Voting Group present and entitled to vote at the meeting

(whether or not those shares constitute a quorum) may adjourn the meeting, but only with respect to that Voting Group, to reconvene at a specific time and place. If more than one Voting Group is present and entitled to vote on a matter at the meeting, then the meeting may be continued with respect to any such Voting Group that does not vote to adjourn as provided above, and such Voting Group may proceed to vote on any matter to which it is otherwise entitled; provided, however, that if (a) more than one Voting Group is required to take action on a matter at the meeting and (b) any one of those Voting Groups votes to adjourn the meeting (in accordance with the preceding sentence), then the action shall not be deemed to have been taken until the requisite vote of any adjourned Voting Group is obtained at its reconvened meeting. The only business that may be transacted at any reconvened meeting is business that could have been transacted at the meeting that was adjourned, unless further notice of the adjourned meeting has been given in compliance with the requirements for a special meeting that specifies the additional purpose or purposes for which the meeting is called. Nothing contained in this Section 2.10 shall be deemed or otherwise construed to limit any lawful authority of the chairman of a meeting to adjourn the meeting.

2.11 Conduct of the Meeting. At any meeting of shareholders, the chairman of the meeting shall be entitled to establish the rules of order governing the conduct of business at the meeting.

2.12 Action of Shareholders Without a Meeting. Action required or permitted to be taken at a meeting of shareholders may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action or, if permitted by the Articles, by persons who would be entitled to vote at a meeting shares having voting power to cast the requisite number of votes (or numbers, in the case of voting by groups) that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote were present and voted. The action must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. Where required by Section 14-2-704 or other applicable provision of the Code, the Corporation shall provide shareholders with written notice of actions taken without a meeting.

ARTICLE THREE

Board of Directors

3.1 General Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed by, the Board of Directors, subject to any limitation set forth in the Articles, in bylaws approved by the shareholders, or in agreements among all the shareholders that are otherwise lawful.

3.2 Number, Election and Term of Office. The number of directors of the Corporation shall be fixed by resolution of the Board of Directors or of the shareholders from time to time and, until otherwise determined, shall be one; provided, however, that no decrease in

the number of directors (if more than one director is elected by a resolution of the Board of Directors or the shareholders) shall have the effect of shortening the term of an incumbent director. Except as provided elsewhere in this Section 3.2 and in Section 3.4, the directors shall be elected at each annual meeting of shareholders, or at a special meeting of shareholders called for purposes that include the election of directors, by a plurality of the votes cast by the shares entitled to vote and present at the meeting. Except in case of death, resignation, disqualification, or removal, the term of each director shall expire at the next succeeding annual meeting of shareholders. Despite the expiration of a director's term, he shall continue to serve until his successor, if there is to be any, has been elected and has qualified.

3.3 Removal of Directors. The entire Board of Directors or any individual director may be removed, with or without cause, by the shareholders, provided that directors elected by a particular Voting Group may be removed only by the shareholders in that Voting Group. Removal action may be taken only at a shareholders' meeting for which notice of the removal action has been given. A removed director's successor, if any, may be elected at the same meeting to serve the unexpired term.

3.4 Vacancies. A vacancy occurring in the Board of Directors may be filled for the unexpired term, unless the shareholders have elected a successor, by the affirmative vote of a majority of the remaining directors, whether or not the remaining directors constitute a quorum; provided, however, that if the vacant office was held by a director elected by a particular Voting Group, only the holders of shares of that Voting Group or the remaining directors elected by that Voting Group shall be entitled to fill the vacancy; provided further, however, that if the vacant office was held by a director elected by a particular Voting Group and there is no remaining director elected by that Voting Group, the other remaining directors or director (elected by another Voting Group or Groups) may fill the vacancy during an interim period before the shareholders of the vacated director's Voting Group act to fill the vacancy. A vacancy or vacancies in the Board of Directors may result from the death, resignation, disqualification, or removal of any director, or from an increase in the number of directors.

3.5 Compensation. Directors may receive such compensation for their services as directors as may be fixed by the Board of Directors from time to time. A director may also serve the Corporation in one or more capacities other than that of director and receive compensation for services rendered in those other capacities.

3.6 Committees of the Board of Directors. The Board of Directors may designate from among its members an executive committee or one or more other standing or ad hoc committees, each consisting of one or more directors, who serve at the pleasure of the Board of Directors. Subject to the limitations imposed by the Code, each committee shall have the authority set forth in the resolution establishing the committee or in any other resolution of the Board of Directors specifying, enlarging, or limiting the authority of the committee.

3.7 Qualification of Directors. No person elected to serve as a director of the Corporation shall assume office and begin serving unless and until duly qualified to serve, as

determined by reference to the Code, the Articles, and any further eligibility requirements established in these Bylaws.

ARTICLE FOUR

Meetings of the Board of Directors

4.1 Regular Meetings. A regular meeting of the Board of Directors shall be held in conjunction with each annual meeting of shareholders. In addition, the Board of Directors may, by prior resolution, hold regular meetings at other times.

4.2 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, the President, or any director in office at that time.

4.3 Place of Meetings. Directors may hold their meetings at any place in or outside the State of Georgia that the Board of Directors may establish from time to time.

4.4 Notice of Meetings. Directors need not be provided with notice of any regular meeting of the Board of Directors. Unless waived in accordance with Section 4.10, the Corporation shall give at least 24 hours' notice to each director of the date, time, and place of each special meeting. Notice of a meeting shall be deemed to have been given to any director in attendance at any prior meeting at which the date, time, and place of the subsequent meeting was announced.

4.5 Quorum. At meetings of the Board of Directors, a majority of the directors then in office shall constitute a quorum for the transaction of business.

4.6 Vote Required for Action. If a quorum is present when a vote is taken, the vote of a majority of the directors present at the time of the vote will be the act of the Board of Directors, unless the vote of a greater number is required by the Code, the Articles, or these Bylaws. A director who is present at a meeting of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless (a) he objects at the beginning of the meeting (or promptly upon his arrival) to holding the meeting or transacting business at such meeting; (b) his dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

4.7 Participation by Conference Telephone. Members of the Board of Directors may participate in a meeting of the Board by means of conference telephone or similar communications equipment through which all persons participating may hear and speak to each other. Participation in a meeting pursuant to this Section 4.7 shall constitute presence in person at the meeting.

4.8 Action by Directors Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a written consent, describing the action taken, is signed by each director and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. The consent may be executed in counterpart, and shall have the same force and effect as a unanimous vote of the Board of Directors at a duly convened meeting.

4.9 Adjournments. A meeting of the Board of Directors, whether or not a quorum is present, may be adjourned by a majority of the directors present to reconvene at a specific time and place. It shall not be necessary to give notice to the directors of the reconvened meeting or of the business to be transacted, other than by announcement at the meeting that was adjourned, unless a quorum was not present at the meeting that was adjourned, in which case notice shall be given to directors in the same manner as for a special meeting. At any such reconvened meeting at which a quorum is present, any business may be transacted that could have been transacted at the meeting that was adjourned.

4.10 Waiver of Notice. A director may waive any notice required by the Code, the Articles, or these Bylaws before or after the date and time of the matter to which the notice relates, by a written waiver signed by the director and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. Attendance by a director at a meeting shall constitute waiver of notice of the meeting, except where a director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or to transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

ARTICLE FIVE

Officers

5.1 Offices. The officers of the Corporation shall consist of a Chairman of the Board, a President, a Secretary, and a Treasurer, each of whom shall be elected or appointed by the Board of Directors. The Chairman of the Board shall be elected by the Board of Directors from among its members. The Board of Directors from time to time may create and establish the duties of other offices and may elect or appoint, or authorize specific senior officers to appoint, the persons who shall hold such other offices, including one or more Vice Presidents (including Executive Vice Presidents, Senior Vice Presidents, Assistant Vice Presidents, and the like), one or more Assistant Secretaries, and one or more Assistant Treasurers. Whether or not so provided by the Board of Directors, the Chairman of the Board may appoint one or more Assistant Secretaries and one or more Assistant Treasurers. Any two or more offices may be held by the same person.

5.2 Term. Each officer shall serve at the pleasure of the Board of Directors (or, if appointed by a senior officer pursuant to this Article Five, at the pleasure of the Board of Directors or any senior officer authorized to have appointed the officer) until his or her death,

resignation, or removal, or until his replacement is elected or appointed in accordance with this Article Five.

5.3 Compensation. The compensation of all officers of the Corporation shall be fixed by the Board of Directors or by a committee or officer appointed by the Board of Directors. Officers may serve without compensation.

5.4 Removal. All officers (regardless of how elected or appointed) may be removed, with or without cause, by the Board of Directors, and any officer appointed by another officer may also be removed, with or without cause, by any senior officer authorized to have appointed the officer to be removed. Removal will be without prejudice to the contract rights, if any, of the person removed, but shall be effective notwithstanding any damage claim that may result from infringement of such contract rights.

5.5 Chairman of the Board. The Chairman of the Board shall preside at and serve as chairman of meetings of the shareholders and of the Board of Directors (unless another person is selected under Section 2.9 to act as chairman). The Chairman of the Board shall be the Chief Executive Officer of the Corporation, shall be charged with the general and active management of the business of the Corporation, shall see that all orders and resolutions of the Board of Directors are carried into effect, and shall have the authority to select and appoint employees and agents of the Corporation. The Chairman of the Board shall perform other duties and have other authority as may from time to time be delegated by the Board of Directors.

5.6 President. Unless otherwise provided in these Bylaws or by resolution of the Board of Directors, the President shall be the Chief Operating Officer of the Corporation, and shall, in the absence or disability of the Chairman of the Board, perform the duties and exercise the powers of the Chairman of the Board. The President shall perform any other duties and have any other authority as may be delegated from time to time by the Board of Directors, and shall be subject to the limitations fixed from time to time by the Board of Directors.

5.7 Vice Presidents. The Vice President (if there be one) shall, in the absence or disability of the President, or at the direction of the President, perform the duties and exercise the powers of the President, whether the duties and powers are specified in these Bylaws or otherwise. If the Corporation has more than one Vice President, the one designated by the Board of Directors or the President (in that order of precedence) shall act in the event of the absence or disability of the President. Vice Presidents shall perform any other duties and have any other authority as from time to time may be delegated by the Board of Directors or the President.

5.8 Secretary. The Secretary shall be responsible for preparing minutes of the meetings of shareholders, directors, and committees of directors and for authenticating records of the Corporation. The Secretary or any Assistant Secretary shall have authority to give all notices required by law or these Bylaws. The Secretary shall be responsible for the custody of the corporate books, records, contracts, and other documents. The Secretary or any Assistant Secretary may affix the corporate seal to any lawfully executed documents requiring it, may attest to the signature of any officer of the Corporation, and shall sign any instrument that requires the

Secretary's signature. The Secretary or any Assistant Secretary shall perform any other duties and have any other authority as from time to time may be delegated by the Board of Directors or the President.

5.9 Treasurer. Unless otherwise provided by the Board of Directors, the Treasurer shall be the Chief Financial Officer and shall be responsible for the custody of all funds and securities belonging to the Corporation and for the receipt, deposit, or disbursement of these funds and securities under the direction of the Board of Directors. The Treasurer shall cause full and true accounts of all receipts and disbursements to be maintained and shall make reports of these receipts and disbursements to the Board of Directors and President upon request. The Treasurer or Assistant Treasurer shall perform any other duties and have any other authority as from time to time may be delegated by the Board of Directors or the President.

ARTICLE SIX

Distributions and Dividends

Unless the Articles provide otherwise, the Board of Directors, from time to time in its discretion, may authorize or declare distributions or share dividends in accordance with the Code.

ARTICLE SEVEN

Shares

7.1 Share Certificates. The interest of each shareholder in the Corporation shall be evidenced by a certificate or certificates representing shares of the Corporation, which shall be in such form as the Board of Directors from time to time may adopt in accordance with the Code. Share certificates shall be in registered form and shall indicate the date of issue, the name of the Corporation, that the Corporation is organized under the laws of the State of Georgia, the name of the shareholder, and the number and class of shares and designation of the series, if any, represented by the certificate. Each certificate shall be signed by the President or a Vice President (or in lieu thereof, by the Chairman of the Board or Chief Executive Officer, if there be one) and may be signed by the Secretary or an Assistant Secretary; provided, however, that where the certificate is signed (either manually or by facsimile) by a transfer agent, or registered by a registrar, the signatures of those officers may be facsimiles.

7.2 Rights of Corporation with Respect to Registered Owners. Prior to due presentation for transfer of registration of its shares, the Corporation may treat the registered owner of the shares (or the beneficial owner of the shares to the extent of any rights granted by a nominee certificate on file with the Corporation pursuant to any procedure that may be established by the Corporation in accordance with the Code) as the person exclusively entitled to vote the shares, to receive any dividend or other distribution with respect to the shares, and for all other purposes; and the Corporation shall not be bound to recognize any equitable or other claim to or

interest in the shares on the part of any other person, whether or not it has express or other notice of such a claim or interest, except as otherwise provided by law.

7.3 Transfers of Shares. Transfers of shares shall be made upon the books of the Corporation kept by the Corporation or by the transfer agent designated to transfer the shares, only upon direction of the person named in the certificate or by an attorney lawfully constituted in writing. Before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the provisions of Section 7.5 of these Bylaws shall have been complied with.

7.4 Duty of Corporation to Register Transfer. Notwithstanding any of the provisions of Section 7.3 of these Bylaws, the Corporation is under a duty to register the transfer of its shares only if: (a) the share certificate is endorsed by the appropriate person or persons; (b) reasonable assurance is given that each required endorsement is genuine and effective; (c) the Corporation has no duty to inquire into adverse claims or has discharged any such duty; (d) any applicable law relating to the collection of taxes has been complied with; (e) the transfer is in fact rightful or is to a bona fide purchaser; and (f) the transfer is in compliance with applicable provisions of any transfer restrictions of which the Corporation shall have notice.

7.5 Lost, Stolen, or Destroyed Certificates. Any person claiming a share certificate to be lost, stolen, or destroyed shall make an affidavit or affirmation of this claim in such a manner as the Corporation may require and shall, if the Corporation requires, give the Corporation a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Corporation, as the Corporation may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

7.6 Fixing of Record Date. For the purpose of determining shareholders (a) entitled to notice of or to vote at any meeting of shareholders or, if necessary, any adjournment thereof, (b) entitled to receive payment of any distribution or dividend, or (c) for any other proper purpose, the Board of Directors may fix in advance a date as the record date. The record date may not be more than 70 days (and, in the case of a notice to shareholders of a shareholders' meeting, not less than 10 days) prior to the date on which the particular action, requiring the determination of shareholders, is to be taken. A separate record date may be established for each Voting Group entitled to vote separately on a matter at a meeting. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting, unless the Board of Directors shall fix a new record date for the reconvened meeting, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

7.7 Record Date if None Fixed. If no record date is fixed as provided in Section 7.6, then the record date for any determination of shareholders that may be proper or required by law shall be, as appropriate, the date on which notice of a shareholders' meeting is mailed, the date on which the Board of Directors adopts a resolution declaring a dividend or authorizing a distribution, or the date on which any other action is taken that requires a determination of shareholders.

ARTICLE EIGHT

Indemnification

8.1 Indemnification of Directors. The Corporation shall indemnify and hold harmless any person (an "Indemnified Person") who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, whether formal or informal, including any action or suit by or in the right of the Corporation (for purposes of this Article Eight, collectively, a "Proceeding") because he is or was a director of the Corporation, against any judgment, settlement, penalty, fine, or reasonable expenses (including, but not limited to, attorneys' fees and disbursements, court costs, and expert witness fees) incurred with respect to the Proceeding (for purposes of this Article Eight, a "Liability"), if he acted in a manner he believed in good faith to be in or not opposed to the best interests of the Corporation, and, in the case of any criminal proceeding, had no reasonable cause to believe his conduct was unlawful; provided, however, that no indemnification shall be made for any Liability for which, under the Code, indemnification may not be authorized by action of the Board of Directors, the shareholders, or otherwise, including, but not limited to, any Liability of a director to the Corporation for: (a) any appropriation by a director, in violation of the director's duties, of any business opportunity of the corporation; (b) any acts or omissions of a director that involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Code Section 14-2-832; or (d) any transaction from which the director received an improper personal benefit. Indemnification in connection with a Proceeding brought by or in the right of the Corporation is limited to reasonable expenses incurred in connection with the Proceeding.

8.2 Indemnification of Others. The Board of Directors shall have the power to cause the Corporation to provide to officers, employees, and agents of the Corporation all or any part of the right to indemnification and other rights of the type provided under Sections 8.1, 8.5, and 8.11 of this Article Eight (subject to the conditions, limitations, and obligations specified in those sections) upon a resolution to that effect identifying officers, employees, or agents (by position or name) to be indemnified and specifying the particular rights provided, which may be different for each of the persons identified. Each officer, employee, or agent of the Corporation so identified shall be an "Indemnified Person" for purposes of the provisions of this Article Eight.

8.3 Other Organizations. The Board of Directors shall have the power to cause the Corporation to provide to any director, officer, employee, or agent of the Corporation who is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise all or any part of the right to indemnification and other rights of the type provided under Sections 8.1, 8.5, and 8.11 of this Article Eight (subject to the conditions, limitations, and obligations specified in those sections) upon a resolution to that effect identifying the persons to be identified and specifying the particular rights provided, which may be different for each of the

persons identified. Each person so identified shall be an "Indemnified Person" for purposes of the provisions of this Article Eight.

8.4 Determination. Notwithstanding any judgment, order, settlement, conviction, or plea in any Proceeding, an Indemnified Person shall be entitled to indemnification as provided in Section 8.1 if a determination that such Indemnified Person is entitled to such indemnification shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who are not at the time parties to the Proceeding; (b) if a quorum cannot be obtained under (a) above, by majority vote of a committee duly designated by the Board of Directors (in which designation directors who are parties may participate), consisting solely of two or more directors who are not at the time parties to the Proceeding; (c) in a written opinion by special legal counsel selected as required by the Code; or (d) by the shareholders; provided, however, that shares owned by or voted under the control of directors who are at the time parties to the Proceeding may not be voted on the determination.

8.5 Advances. To the extent the Corporation has funds reasonably available to be used for this purpose, expenses (including, but not limited to, attorneys' fees and disbursements, court costs, and expert witness fees) incurred by the Indemnified Person in defending any Proceeding of the kind described in Section 8.1 (or in Sections 8.2 or 8.3, if the Board of Directors has specified that advancement of expenses be made available to such Indemnified Person) shall be paid by the Corporation in advance of the final disposition of such Proceeding as set forth herein. The Corporation shall promptly pay the amount of such expenses to the Indemnified Person, but in no event later than 10 days following the Indemnified Person's delivery to the Corporation of a written request for an advance pursuant to this Section 8.5, together with a reasonable accounting of such expenses; provided, however, that the Indemnified Person shall furnish the Corporation a written affirmation of his good faith belief that he has met the standard of conduct set forth in the Code and a written undertaking and agreement to repay to the Corporation any advances made pursuant to this Section 8.5 if it shall be determined that the Indemnified Person is not entitled to be indemnified by the Corporation for such amounts. The Corporation may make the advances contemplated by this Section 8.5 regardless of the Indemnified Person's financial ability to make repayment. Any advances and undertakings to repay pursuant to this Section 8.5 may be unsecured and interest-free.

8.6 Non-Exclusivity. Subject to any applicable limitation imposed by the Code or the Articles, the indemnification and advancement of expenses provided by or granted pursuant to this Article Eight shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any provision of the Articles, or any Bylaw, resolution, or agreement specifically or in general terms approved or ratified by the affirmative vote of holders of a majority of the shares entitled to be voted thereon.

8.7 Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation, or who, while serving in such a capacity, is also or was also serving at the request of the Corporation as a director, officer, trustee, partner, employee, or agent of any corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against any Liability

that may be asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article Eight.

8.8 Notice. If the Corporation indemnifies or advances expenses to a director under any of Sections 14-2-851 through 14-2-854 of the Code (or any equivalent provision of these Bylaws) in connection with a Proceeding by or in the right of the Corporation, the Corporation shall, to the extent required by Section 14-2-1621 or any other applicable provision of the Code, report the indemnification or advance in writing to the shareholders with or before the notice of the next shareholders' meeting.

8.9 Security. The Corporation may designate certain of its assets as collateral, provide self-insurance, establish one or more indemnification trusts, or otherwise secure or facilitate its ability to meet its obligations under this Article Eight, or under any indemnification agreement or plan of indemnification adopted and entered into in accordance with the provisions of this Article Eight, as the Board of Directors deems appropriate.

8.10 Amendment. Any amendment to this Article Eight that limits or otherwise adversely affects the right of indemnification, advancement of expenses, or other rights of any Indemnified Person hereunder shall, as to such Indemnified Person, apply only to Proceedings based on actions, events, or omissions occurring after such amendment and after delivery of notice of such amendment to the Indemnified Person so affected (collectively, "Post Amendment Events"). Any Indemnified Person shall, as to any Proceeding based on actions, events, or omissions occurring prior to the date of receipt of such notice, be entitled to the right of indemnification, advancement of expenses, and other rights under this Article Eight to the same extent as if such provisions had continued as part of the Bylaws of the Corporation without such amendment. This Section 8.10 cannot be altered, amended, or repealed in a manner effective as to any Indemnified Person (except as to Post Amendment Events) without the prior written consent of such Indemnified Person.

8.11 Agreements. The provisions of this Article Eight shall be deemed to constitute an agreement between the Corporation and each Indemnified Person hereunder. In addition to the rights provided in this Article Eight, the Corporation shall have the power, upon authorization by the Board of Directors, to enter into an agreement or agreements providing to any Indemnified Person indemnification rights substantially similar to those provided in this Article Eight.

8.12 Continuing Benefits. The rights of indemnification and advancement of expenses permitted or authorized by this Article Eight shall, unless otherwise provided when such rights are granted or conferred, continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

8.13 Successors. For purposes of this Article Eight, the term "Corporation" shall include any corporation, joint venture, trust, partnership, or unincorporated business association that is the successor to all or substantially all of the business or assets of this Corporation, as a result of merger, consolidation, sale, liquidation, or otherwise, and any such successor shall be

liable to the persons indemnified under this Article Eight on the same terms and conditions and to the same extent as this Corporation.

8.14 Severability. Each of the Sections of this Article Eight, and each of the clauses set forth herein, shall be deemed separate and independent, and should any part of any such Section or clause be declared invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall in no way render invalid or unenforceable any other part thereof or any separate Section or clause of this Article Eight that is not declared invalid or unenforceable.

8.15 Additional Indemnification. In addition to the specific indemnification rights set forth herein, the Corporation shall indemnify each of its directors and such of its officers as have been designated by the Board of Directors to the full extent permitted by action of the Board of Directors without shareholder approval under the Code or other laws of the State of Georgia as in effect from time to time.

ARTICLE NINE

Miscellaneous

9.1 Inspection of Books and Records. The Board of Directors shall have the power to determine which accounts, books, and records of the Corporation shall be available for shareholders to inspect or copy, except for those books and records required by the Code to be made available upon compliance by a shareholder with applicable requirements, and shall have the power to fix reasonable rules and regulations (including confidentiality restrictions and procedures) not in conflict with applicable law for the inspection and copying of accounts, books, and records that by law or by determination of the Board of Directors are made available. Unless required by the Code or otherwise provided by the Board of Directors, a shareholder of the Corporation holding less than two percent of the total shares of the Corporation then outstanding shall have no right to inspect the books and records of the Corporation.

9.2 Fiscal Year. The Board of Directors is authorized to fix the fiscal year of the Corporation and to change the fiscal year from time to time as it deems appropriate.

9.3 Corporate Seal. The corporate seal will be in such form as the Board of Directors may from time to time determine. The Board of Directors may authorize the use of one or more facsimile forms of the corporate seal. The corporate seal need not be used unless its use is required by law, by these Bylaws, or by the Articles.

9.4 Annual Statements. Not later than four months after the close of each fiscal year, and in any case prior to the next annual meeting of shareholders, the Corporation shall prepare (a) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and (b) a profit and loss statement showing the results of its operations during its fiscal year. Upon receipt of written request, the Corporation promptly shall mail to any

shareholder of record a copy of the most recent such balance sheet and profit and loss statement, in such form and with such information as the Code may require.

9.5 Notice. (a) Whenever these Bylaws require notice to be given to any shareholder or to any director, the notice may be given by mail, in person, by courier delivery, by telephone, or by telecopier, telegraph, or similar electronic means. Whenever notice is given to a shareholder or director by mail, the notice shall be sent by depositing the notice in a post office or letter box in a postage-prepaid, sealed envelope addressed to the shareholder or director at his or her address as it appears on the books of the Corporation. Any such written notice given by mail shall be effective: (i) if given to shareholders, at the time the same is deposited in the United States mail; and (ii) in all other cases, at the earliest of (x) when received or when delivered, properly addressed, to the addressee's last known principal place of business or residence, (y) five days after its deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed, or (z) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. Whenever notice is given to a shareholder or director by any means other than mail, the notice shall be deemed given when received.

(b) In calculating time periods for notice, when a period of time measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

ARTICLE TEN

Amendments

Except as otherwise provided under the Code, the Board of Directors shall have the power to alter, amend, or repeal these Bylaws or adopt new Bylaws. Any Bylaws adopted by the Board of Directors may be altered, amended, or repealed, and new Bylaws adopted, by the shareholders. The shareholders may prescribe in adopting any Bylaw or Bylaws that the Bylaw or Bylaws so adopted shall not be altered, amended, or repealed by the Board of Directors.

EXHIBIT “C”

CORPORATE STRUCTURE

Shareholders



DV2, Inc.

EXHIBIT "D"

ILLUSTRATIVE TARIFFS

TELECOMMUNICATIONS SERVICES

Applying to Intrastate Local Exchange
Common Carrier Communications
Services Between Points in the
State of Tennessee

AND

CONTAINING RULES AND REGULATIONS

GOVERNING SERVICE

ILLUSTRATIVE

This tariff is on file with the Tennessee Regulatory Authority and copies may be inspected, during normal business hours, at DV2, Inc., 2116 Kinsmon Drive, Marietta, Georgia 30062.

ALL MATERIALS IN THIS TARIFF ARE NEW

Issued: April 24, 2000

Effective:

By: Jeffrey W. Hinkle
President
DV2, Inc.
2116 Kinsmon Drive
Marietta, Georgia 30062

CHECK LIST

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>PAGE</u>	<u>REVISION NO.</u>	<u>PAGE</u>	<u>REVISION NO.</u>
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	Original	37	Original
8	Original	38	Original
9	Original	39	Original
10	Original	40	Original
11	Original	41	Original
12	Original	42	Original
13	Original	43	Original
14	Original	44	Original
15	Original	45	Original
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17	Original	47	Original
18	Original	48	Original
19	Original	49	Original
20	Original	50	Original
21	Original	51	Original
22	Original	52	Original
23	Original	53	Original
24	Original	54	Original
25	Original	55	Original
26	Original	56	Original
27	Original	57	Original
28	Original	58	Original
29	Original	59	Original
30	Original	60	Original

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SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.
- (Y) To signify a reference to other published tariffs.
- (Z) To signify a correction.

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TARIFF FORMAT SHEET

A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Tennessee Regulatory Authority. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the check page for the page currently in effect.

C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2.

2.1.

2.1.1.

2.1.1.A.

2.1.1.A.1.

2.1.1.A.1.(a)

2.1.1.A.1.(a).I

2.1.1.A.1.(a).I.(i)

2.1.1.A.1.(a).I.(i)(1)

D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). The User should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

Issued: April 24, 2000

Effective:

By: Jeffrey W. Hinkle
President
DV2, Inc.
2116 Kinsmon Drive
Marietta, Georgia 30062

INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of intrastate, common carrier, local exchange telecommunications services by DV2, Inc. (hereinafter referred to as "DV2" or the "Company") between various locations in the State of Tennessee.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

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1 TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Tariff are defined below.

Authorization Code

“Authorization Code” means a numerical code, one or more of which are assigned to a Customer to enable it to access the Services provided by the Company and to identify the Customer for billing purposes.

Carrier

“Carrier” means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission

“Commission” means the Tennessee Regulatory Authority.

Credit(s)

“Credit(s)” has the meaning set forth in Section 2.26 hereof.

Credit Allowances

“Credit Allowances” has the meaning set forth in Section 2.26 hereof.

Credit Limit

“Credit Limit” means a credit limit placed on Customer’s monthly consumption of Services pursuant to Section 2.18.

Customer

“Customer” means the person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under this Tariff.

1 Technical Terms and Abbreviations (cont.)

FCC

“FCC” means the Federal Communications Commission.

Governmental Authority

“Governmental Authority” means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Holidays

“Holidays” means all Company-specified holidays: New Year’s Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

ICB

“Individual Case Basis” or “ICB” has the meaning set forth in Section 2.36 hereof.

Interruption

“Interruption” means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by User for a continuous period of thirty (30) minutes or more.

InterLATA Service

“InterLATA Service” means communications between a point located in a local access and transport area (“LATA”) and a point located outside such area.

Local Exchange Carrier (“LEC”)

“LEC” means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

1 Technical Terms and Abbreviations (cont.)

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" or "LATA" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications service.

Minimum Service Period

"Minimum Service Period" (or "MSP") means the minimum period of time during which Customer takes Services under this Tariff.

Other Providers

"Other Providers" means any Carriers or other service providers whose services or facilities are connected to, or used by, the Company in providing the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariff(s)

"Resale Tariff(s)" means the tariff(s) of one or more Other Providers.

1 Technical Terms and Abbreviations (cont.)

Scheduled Interruption

“Scheduled Interruption” means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

“Service(s)” means the Company’s regulated, communications common carrier service(s) provided under this Tariff.

Service Commencement Date

“Service Commencement Date” means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer’s acceptance of such Service, or (iii) another, mutually agreed upon date.

Service Order

“Service Order” means (i) a contract between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

TDD

“TDD” means a Telecommunications Device for the Deaf.

Termination (Terminate)

“Termination” (or “Terminate”) means discontinuance of (to discontinue) Services, either at Customer’s request, or by the Company in accordance with Regulations.

1 Technical Terms and Abbreviations (cont.)

Third Party Billing Companies

“Third Party Billing Companies” means, collectively, any clearinghouses, LECs, Other Providers, credit card companies or other third parties who bill Customers for Services on the Company’s behalf.

User

“User” means a person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

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Effective:

By: Jeffrey W. Hinkle
President
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2 RULES AND REGULATIONS

The Company is a provider of regulated, intrastate, local exchange services. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable interconnection/resale agreements which are on file with, and have been approved by, the Commission.

2.1 Undertaking of the Company

- 2.1.1 Obligation to Provide Service. The Company shall exercise its best efforts to provide Services to Users pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Users' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern.
- 2.1.2 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company by an Other Provider; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.
- 2.1.3 Right to Discontinue or Block Services. The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; or (ii) to block Services to any User location or any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the Credit Limit (if any).

2.2 Responsibility and Use

2.2.1 Services may be used by Customer or User for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth herein.

2.4 Call Blocking

Notwithstanding any other provision of this Tariff, the Company may block calls which are (i) made to certain countries, cities, or central office ("NXX") exchanges, or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

2.5 Interconnection

- 2.5.1 Services or facilities furnished by the Company may be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.
- 2.5.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

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2.6 Equipment

- 2.6.1 The Company's facilities or Services may be used with or terminated to Customer Premises Equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.
- 2.6.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.
- 2.6.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by any Other Provider's personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

2.7 Title

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.8 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the User's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the User's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of User, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.9 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

2.10 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.11 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefor set forth in the Service Order or in this Tariff.

2.12 Minimum Service Period

The Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration, and (ii) either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

2.13 Service Order Cancellation

Except as otherwise set forth herein, Customers who cancel a Service Order prior to Service installation (including without limitation cancellation of special construction or Services provided on an individual case basis) will incur a Charge equal to the greater of (i) the non-recurring Charges for the MSP, or (ii) the Company's reasonably incurred, actual expenses associated with such cancellation.

2.14 Billing and Payments

2.14.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Users, including without limitation any unauthorized, unlawful or fraudulent use or access.

2.14.2 Except as otherwise provided in this Tariff, all amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof.

2.14.3 Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 day) basis, in arrears, based on the Users' actual usage, or under such other terms as may be agreed to by the Company and the Customer in writing.

2.14 Billing and Payments (cont.)

- 2.14.4 Except as otherwise provided in this Tariff, the Company, at its sole option, may Terminate Services in the event Customer fails to pay any invoice for Services provided under this Tariff within thirty (30) calendar days after the due date stated thereon, subject to five (5) business days' prior written notice and to any other applicable Commission Regulations; provided, however, Customer, at any time prior to the proposed date of Termination, may cure its failure to pay past due invoices by agreeing in writing to pay future invoices when due and to pay the unpaid balance in equal installments over the three (3) consecutive billing months immediately following said notice; provided further, however, Customer's failure to make such agreed upon installments when due will result in immediate Termination without further notice. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed in writing by Customer within thirty (30) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer; provided, however, Customer will have the right to obtain Commission investigation of any disputed invoice before Service is disconnected in accordance with Regulation.
- 2.14.5 With prior credit approval by the Company, Customers may be permitted to remit payment for Services by check or by credit card.

2.15 Late Payment Charge

Invoices more than thirty (30) days past due will incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable Regulation.

2.16 Deposits

Customers or applicants for Services whose financial condition is not acceptable to the Company, as determined in its sole opinion and discretion, may be required to provide the Company, either before or after the commencement of Service, with a security deposit, in cash or cash-equivalents, in an amount not to exceed two (2) months of estimated Service usage, and/or to provide the Company with such other assurances of, or security for, the payment of charges for Services as the Company may deem necessary in its sole judgement and discretion. Any such cash deposit will bear simple interest at a rate of seven percent (7%) per annum. The Company may apply such deposit at any time to any past due balances owed to it by Customer hereunder, provided however, the Company shall return the remainder to Customer, at its last known address, within one (1) month following the date of Termination. The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of a cash deposit. All deposits will be collected in accordance with Regulations.

2.17 Advance Payments

2.17.1 Recurring Advance Payments. The Company may, at its sole option and discretion, require that any Customer having a history of late payments for the Services or whose credit history either is unsatisfactory (in the Company's sole opinion) or is not established to the Company's reasonable satisfaction to make advance payments from time to time for future consumption of Services. The amount of each such advance payment will not exceed the lesser of (a) one (1) month's actual or estimated charges, or (b) the highest amount permitted by any applicable Regulation. The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of an advance payment. Advance payments will be applied to charges for Services in the same manner as other payments. A customer may be required to continue to make advance payments in accordance with this Section until such time as its credit worthiness is established to the Company's reasonable satisfaction.

2.17 Advance Payments (cont.)

2.17.2 Nonrecurring Advance Payments. The Company may require any Customer to make an advance payment of non-recurring charges (e.g., special construction charges) prior to consumption of services.

2.18 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's or Users' consumption of Services for any monthly period.

2.19 Taxes

The Customer is responsible for payment of any and all state taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. All such taxes and surcharges will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff.

2.20 Discontinuation

2.20.1 By Company. Notwithstanding any other provision of this Tariff, the Company may at its sole option and discretion Terminate Service without incurring any liability therefor whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation, and (ii) any applicable Regulations, for any of the following reasons:

- 2.20.1.A by order of a Governmental Authority;
- 2.20.1.B in the event of any unlawful, unauthorized or fraudulent use of or access to the Services, including without limitation violation of the provisions of this Tariff, a Service Order, or of any other Regulations, by the Customer, by any User, or by any other person;
- 2.20.1.C Customer's use of Services in excess of its Credit Limit (if any) or its failure to make an advance payment (if so required) for Services provided hereunder; or
- 2.20.1.D Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the

Company.2.20 Discontinuation (cont.)

2.20.2 By Customer. Except as otherwise stated in an agreement between the Company and the Customer or as otherwise provided in this Tariff, the Customer may Terminate Service upon thirty (30) days prior written notice, provided however, that Customer, except as otherwise stated in an agreement between the Company and the Customer or as otherwise provided in this Tariff upon Termination of Services prior to the end of the MSP for any reason whatsoever, will be charged the full amount for all nonrecurring Charges applicable to the remainder of said MSP.

2.21 Restoration of Services

The Company shall restore any Terminated Service in accordance with Commission Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.2.

2.22 Limitation of Liability

- 2.22.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer, by any User, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.26 hereof.
- 2.22.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.

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2.22 Limitation of Liability (cont.)

- 2.22.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Users' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.
- 2.22.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

2.23 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

2.24 Indemnification

Subject to the limitations of liability set forth in Section 2.22 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.24 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.24 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

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2.25 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

- 2.25.1 libel or slander resulting from User's use of the Services;
- 2.25.2 any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the User or any third party, or (ii) in an explosive or otherwise hazardous environment;
- 2.25.3 infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by any User or (b) by any other person using the Services provided to any User, User location, or Authorization Code; or (ii) from the combination of User's use of Services with CPE or with other User-provided facilities or services; and
- 2.25.4 except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Users.

2.26 Credits and Credit Allowances

- 2.26.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.26.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the User, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is be rounded to the nearest hour.
- 2.26.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, subject to the Company's collection of such Credit Allowance from the Other Provider obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which the Company receives from the Other Provider. Any other provision of this Section 2.26 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Other Provider for which no Credit Allowance is due to the Company.
- 2.26.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.26; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

2.27 Local Calling Area

The Company will provide Services from all exchanges of Other Providers whose services or facilities are used by the Company in providing the Services, in conformance with each Other Provider's existing local exchange boundary maps as approved by the Commission.

2.28 Access to Telephone Relay Service

Where required by Regulation, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirements related thereto.

2.29 Compliance

The Company and Customer shall (and Customer shall cause User to) comply with all Regulations.

2.30 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Other Provider's facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

2.31 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.32 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.33 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Tennessee.

2.34 Assignment

2.34.1 By Customer. The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.34.2 By Company. The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest. An assignment or transfer of the rights or obligations to provide Services will include the same Customer Services for which the Customer contracted, at the same rates, for at least a limited time. The Customer will be notified of the assignment and the time limitation, and the Customer will be given an option to change its service provider.

2.35 Contract Service Arrangements

At the option of the Company, Services may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this Tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

2.36 Special Construction

At its option, the Company may provide Customers, upon request, special construction of facilities or Services on an individual case basis ("ICB") at rates other than as set forth herein. Special construction or ICB is construction undertaken:

- 2.36.1 where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed;
- 2.36.2 where facilities other than those which the Company provides are requested by the Customer;
- 2.36.3 where facilities are requested by the Customer over a route other than that which the Company serves;
- 2.36.4 when Services are requested in a quantity greater than that which the Company would normally provide to a Customer;
- 2.36.5 when Services are requested by a Customer on an expedited basis;
- 2.36.6 when Services or facilities are requested on a temporary basis until such Services or permanent facilities are available.

The Charges for special construction or ICB (i) are subject to individual negotiation between the Company and the Customer, (ii) will be based upon the Company's actually incurred labor, material and other costs, and (iii) may include without limitation recurring, non-recurring, and early termination Charges.

3 DESCRIPTION OF SERVICES

3.1 Local Exchange Service Local exchange service is provided by the Company through resale of local exchange service provided by an Other Provider. The Company's Services consist of (i) Residential Telecommunications Service, (ii) Business Telecommunications Service, (iii) Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service, (iv) Frame Relay Service, (v) Private Line Service, (vi) Optional Service Features, (vii) Directory Listing Service, and (viii) 911 Service.

3.1.1 Residential Telecommunications Service ("Residential Service")

Residential Service is a switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State of Tennessee. Residential Service is available only within a Local Calling Area as described in Section 2.27.

3.1.1.A Residential Service provides a Customer with a single, voice-grade communications channel, including a telephone number and a Directory Listing. The Company's Residential Service permits a User to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; and (iii) place calls to toll-free "800", "888" and "877" telephone numbers, to toll services or to caller-paid information services (e.g., "900", "976", "711").

3.1.1.B Standard Features. Each Residential Service Customer is provided with only local exchange service.

3.1.1.C Optional Features. Residential Service Customers may select from the following optional features: (i) Call Waiting, (ii) Call Forwarding, (iii) Call Return, (iv) Caller ID, (v) Three Way Calling, (vi) Speed Dial and (vii) Unpublished Number.

3.1.1.D Rates and Charges. The Company will charge a Residential Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.

3.1 Local Exchange Service (cont.)

3.1.2 Business Telecommunications Service ("Business Service")

Business Service is a switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State of Tennessee. Business Service is available only within a Local Calling Area as described in Section 2.27.

3.1.2.A Business Service provides a Customer with a single voice-grade communications channel, including a telephone number and a Directory Listing. The Company's Business Service permits a User to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; and (iii) place calls to toll-free "800", "888" and "877" telephone numbers, to toll services or to caller-paid information services (e.g., "900", "976", "711").

3.1.2.B Standard Features. Each Business Service Customer is provided with only local exchange service.

3.1.2.C Optional Features. Business Service Customers may select from the following optional features: (i) Call Waiting, (ii) Call Forwarding, (iii) Call Return, (iv) Caller ID, (v) Three Way Calling, (vi) Speed Dial and (vii) Unpublished Number.

3.1.2.D Rates and Charges. The Company will charge a Business Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.

3.1 Local Exchange Service (cont.)

3.1.3 Reserved for Future Use

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3.1 Local Exchange Service (cont.)

- 3.1.4 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service. ISDN PRI Service provides an ISDN-based, DS1 access to the telecommunications network, which allows for the flexibility of integrating multiple voice and/or data transmission channels on the same line. The ISDN PRI Service provides connectivity between ISDN-compatible CPE and a serving central office. The basic channel structure for PRI Service is twenty three (23) 64 Kbps B-Channels on the first ISDN PRI Service arrangement and up to 24 channels on additional ISDN PRI Service arrangements. ISDN PRI Service is provided through standard four-wire DS1 (1.544Mbps) point-to-point, private line facilities, enabling User control of the 24 individual channels. ISDN PRI Service allows Users to direct voice, data and video over the PSTN. ISDN PRI may be used to connect Users' CPE to the Public Switched Telephone Network ("PSTN"), and supports 1+, 0+, 7-digit and 10-digit local, intraLATA and interLATA services, as well as 01+ and 011+ international calling. Channels may be presubscribed to an interexchange carrier of User's choice or may be used with 101XXXX dialing. ISDN PRI Service also allows access to PSTN services such as Two-Way, Incoming Only, Outgoing Only and DID.

3.1 Local Exchange Service (cont.)

3.1.5 Frame Relay Service.

Frame Relay Service is a form of packet switching, which uses variable length packets, to connect multiple local area networks (LANs) for data transmission. Frame Relay Service is available throughout the United States where digital local access is available. Frame Relay Service is subject to the following terms and conditions.

3.1.5.A Definitions.

- (1) Asynchronous Transfer Mode (ATM) means an international, high-speed, high-volume, packet-switched transmission protocol standard that supports integrated voice, video and data communications. ATM uses short uniform 53-byte cells to divide data into packets for ultra-fast switching through the network. The 53-byte cells contain 5-byte destination address headers and 48 data bytes.
- (2) Committed Information Rate (CIR) means the statistical measurement of throughput on a PVC over time, measured in bits per second. The CIR is the rate (i) at which the network agrees to accept data from the user, and (ii) which the network commits to transfer data under normal operating conditions.
- (3) Permanent Virtual Circuit (PVC) means the facilities used to form a communications path connecting between two ports. Although a PVC may be defined in a static manner with static parameters, it is not fixed to a stationary path through the network.
- (4) Port means a network entry or exit point on the frame relay switch that connects to the Company's frame relay network.
- (5) Service Date means the date Frame Relay Service is installed and available, or the date specified on the Customer's Service Order, whichever is later. The Service Date is the date on which all nonrecurring charges will be billed and monthly

charges begin for Frame Relay Service.

3.1 Local Exchange Service (cont.)

3.1.5.B Frame Relay - General

3.1.5.B.1 Rate Elements. Frame Relay Service has three rate elements:

- (a) local access facilities;
- (b) ports; and
- (c) a permanent virtual circuit (PVC).

3.1.5.B.2 Local Access. Local access facilities must be obtained to access Frame Relay Service. The local access facilities are ordered from the LEC. The rates for the local access facilities vary by LEC and are found in such companies' tariffs.

3.1.5.B.3 Port Speed. Port speed is selected to accommodate the various PVCs that use a particular port. The speed represents the highest attainable data rate into or out of the location at any point in time. Available speeds range from 56 Kbps to 1.536 Mbps. A frame relay port connection provides the physical interface into the network and provides the logical termination of PVCs assigned to that port.

3.1 Local Exchange Service (cont.)

3.1.5.B.4 Permanent Virtual Circuit (PVC). The PVC connects the customer's specific end-points on the interexchange network. Each PVC is assigned a committed information rate ("CIR"), which is the average minimum data rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can be greater than the CIR when excess capacity is available on the port and on the network. When this excess capacity exists, an average data rate above the CIR may be achieved up to the port capacity. Data sent across a virtual connection in excess of that connection's CIR will be marked discard eligible in the event of network congestion, and will be delivered only if the instantaneous demand for output on a transmission channel is equal to or less than the capacity of the queue for that channel. PVC's may be either asymmetrical (one-way) or symmetrical (two-way). Symmetrical (two-way) traffic requires the use of one symmetrical PVC or two asymmetrical PVCs.

3.1 Local Exchange Service (cont.)

3.1.5.C Minimum Service Terms

- 3.1.5.C.1 The minimum service requirement is one month for domestic service. The Customer may subscribe to Frame Relay Service under one, two, three, four or five year term plans. For any term plan, the rates and term discounts will be fixed for the term at the discount level below. The term will begin on the first day of the month following the date the Service is installed and available. Upon expiration, the term will be automatically extended at the term plan rates and discounts for successive ninety (90) day periods, unless thirty (30) days prior to the end of the term or each such extension either (a) the Customer or the Company provides written notice to the other that it does not want such extension, or (b) the Customer subscribes to another term plan and the rates of the new term plan apply.
- 3.1.5.C.2 If additional sites are added to a Customer's Frame Relay Service after the initial subscription to a term plan, such sites will be incorporated into the Customer's term plan and will have the same termination date as the Customer's original term plan.
- 3.1.5.C.3 Existing Customers may subscribe to a new term plan for Frame Relay Service of the same or greater value prior to the end of the Customer's existing term plan without incurring any termination liability if the new term plan extends beyond the old term plan termination date by at least one year.

3.1 Local Exchange Service (cont.)3.1.5.C.4 "Wholesale" Discounts and Terms

Monthly Recurring	Discount Term in Years				
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>
\$50,000	8%	10%	12%	14%	16%
\$125,000	12%	14%	17%	19%	21%
\$250,000	14%	17%	20%	23%	25%
\$500,000	18%	21%	24%	27%	30%

3.1.5.D Termination of Frame Relay Service. Customer must provide the Company with thirty (30) days written notice before terminating Frame Relay Service. Customers terminating service prior to fulfilling their term commitment will be assessed a termination liability equal to one hundred percent (100%) of the monthly recurring charge for each access line, port and PVC Service terminated multiplied by the number of months remaining in the first year of the term plan, plus fifty percent (50%) of the monthly recurring charges for each circuit canceled multiplied by the number of months remaining in the term plan after the first year. The Customer will not have any termination liability if it subscribes to another Company service of the same or greater monthly revenues and volume, and with a term no less than the remaining months of the term plan or one year, whichever is greater, at the same time the notice of termination is received. The Customer will also be liable for a pro-rata amount of any waived installation charges based on the number of months in the term plan.

3.1 Local Exchange Service (cont.)

3.1.6 Private Line Service.

Private Line Service is a non-switched intrastate, telecommunications service which permits Customers to connect two locations with private dedicated service at one of a number of transmission speeds. Private Line Service is offered on a point-to-point basis, and consists of (i) DS0 Service and (ii) DS1 Service. Each Private Line Service is dedicated to the Customer and Users and the entire usable bandwidth for each service is available to the Customer and Users for their exclusive use.

3.1.6.A DS0 Service is a dedicated digital channel with line speeds of 2.4, 4.8, 9.6, 56 or 64 Kbps.

3.1.6.B DS1 Service is a dedicated, high-capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade circuits or 24 DS0 circuits.

3.1.6.C Other terms and conditions. Private Line Services are subject to the following terms and conditions.

- (1) Recurring charges for Private Line Service vary based on the capacity of service, the distance of service, the term plan selected and the monthly revenue commitment made by the Customer. Unless otherwise stated in the description associated with the rate element in this tariff, Private Line recurring charges are applied on a circuit basis, per DS0 equivalent. A minimum circuit charge applies, and this minimum circuit charge will vary by bandwidth.
- (2) Nonrecurring charges (NRC) are one-time only charges. NRC's may be waived for certain promotions and under the specific terms of individually-negotiated contract services.

3.1 Local Exchange Service (cont.)

- (3) Recurring charges for services purchased under a term plan will be fixed for the life of the term. The rate level applicable throughout the term plan is based on the volume commitment specified by the Customer at the time service is ordered. Customer may terminate any circuit upon 90 days' notice; provided that if termination occurs (i) prior to the activation date agreed upon by the Company and Customer, Customer shall reimburse the Company for all costs of the implementation of such circuit; or (ii) on or after the activation date agreed upon by the Company and Customer, Customer shall pay (a) all charges for services previously rendered, along with (b) the amount due through the end of the applicable circuit lease term.

3.1 Local Exchange Service (cont.)

3.1.6.D Application of Rates

3.1.6.D.1 Pass-Through Charges. All charges incurred by the Company on the Customer's behalf from any LEC or Other Provider will be directly passed on to the Customer. All Private Line ancillary service charges will be priced on an individual case basis and will be subject to the terms and charges of the LEC or Other Provider.

3.1.6.E Order Change or Cancellation Policy. The Company will provide an order confirmation after the Customer places a Service Order. If the Customer changes the order, a change order charge will apply based on the scope of the change. If the Customer cancels the order, the Customer must reimburse the Company for all costs incurred prior to such cancellation. The Customer must notify the Company of service date changes 45 days prior to the due date. Service date changes may be extended by the Customer a maximum of thirty days from the due date.

3.1.6.F The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company.

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3.1 Local Exchange Service (cont.)

3.1.7 Optional Service Features

- 3.1.7.A Call Waiting. A tone signals the User to indicate that another call is waiting. The User can answer the second call by flashing the switchhook or by hanging up the phone.
- 3.1.7.B Call Forwarding. The User may direct incoming calls to the Customer's telephone number to be routed to a User-defined telephone number.
- 3.1.7.C Three Way Calling. The User may sequentially call up to two other Customers' telephone numbers and add the calls together making a three way call.
- 3.1.7.D Unpublished Number. The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the Customer's exchange area
- 3.1.7.E Speed Dial. The User may call pre-selected, pre-programmed telephone numbers by dialing a one or two-digit code.
- 3.1.7.F Call Return. The User may return the last call to the Customer's telephone number by dialing a one or two-digit code.
- 3.1.7.G Caller ID. The User may view on a display unit the telephone number of incoming telephone calls.

3.1 Local Exchange Service (cont.)

3.1.8 Directory Listing Service

- 3.1.8.A The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.1.8.B The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clarity of the listing or the identification of the Customer is not impaired thereby.
- 3.1.8.C The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- 3.1.8.D In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.1 Local Exchange Service (cont.)

3.1.9 911 Emergency Service ("911 Service")

- 3.1.9.A 911 Service permits Customers to reach appropriate emergency services including police, fire and medical services.
- 3.1.9.B The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service.
- 3.1.9.C Upon the Company's transmittal of a Customer's 911 Service record, including the Customer's name, address and telephone number, to the appropriate Public Safety Agency, such agency is solely responsible for the accuracy of the Customer's street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 Service calls to the proper Public Safety Answering Point.
- 3.1.9.D By dialing 911, the 911 Service calling party waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

3.2 Timing of Calls

The Customer's monthly charges for Services provided hereunder are based upon one or more of the following: (i) the total time the User actually uses the Services (rounded to the increments set forth in herein), (ii) certain recurring charges as set forth herein, or (iii) in the case of Private Line Service, the airline mileage between the originating and the terminating rate centers of each call as calculated using the V and H coordinates set forth in AT&T's FCC Tariff No. 10 on file with the FCC, and incorporated herein by reference. The method of calculation of the airline mileage between rate centers is calculated according to the following formula.

$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

Where V1 and H1 are the V and H coordinates of point 1, and V2 and H2 are the V and H coordinates of point 2. The mileage is rounded up to an integer value to determine the airline mileage.

4 RATES

4.1 Return Check Charge

The Customer will be charged twenty dollars (\$20.00) whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Reconnection Fee

A charge of twenty dollars (\$20.00) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a User requests to be reconnected to the Services after the Company has Terminated the Services to User for any reason allowed by this Tariff.

4.3 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations (*i.e.*, thirty (30) days written notice to the Commission before implementation).

4.4 Late Payment Charge

Invoices unpaid after thirty (30) days shall incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum rate permitted by law.

4.5 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or pay to others, in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to pay telephone service providers for the use of their pay telephones to access the Company's Services.

4.6 Residential Telecommunications Service Rates

4.6.1. Non-Recurring Charges

Processing/Application Fee:	\$40.00
Directory Listing:	0.00
Premises Work Charge:	
(A) First 15-minute increment or fraction thereof	\$30.00
(B) Each additional 15-minute increment or fraction thereof	\$25.00
(C) A minimum charge of 1 hour applies per Customer request	

4.6.2 Recurring Charges

Monthly Residential Service, per line	\$19.00
Directory Listing	0.00
911 Service	0.00

4.6.3 Optional Features

4.6.3.A Non-Recurring Charges

Caller ID Set Up Fee	\$7.00
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4.6.3.B Recurring Charges

Call Waiting	\$3.50
Call Forwarding	\$3.50
Three Way Calling	\$3.50
Unpublished Number	\$3.50
Speed Dial	\$3.50
Call Return	\$3.50
All Above Options	\$18.00
Caller ID	\$7.00

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4.7 Business Telecommunications Service Rates

4.7.1 Non-Recurring Charges

Processing/Application Fee	\$50.00
Directory Listing	0.00

Premises Work Charge:

(A) First 15-minute increment or fraction thereof	\$30.00
(B) Each additional 15-minute increment or fraction thereof	\$25.00
(C) A minimum charge of 1 hour applies per Customer request	

4.7.2 Recurring Charges

Monthly Service, per line	\$30.00
Directory Listing	0.00
911 Service	0.00

4.7.3 Optional Features

4.7.3.A Non-Recurring Charges

Caller ID Set Up Fee	\$7.00
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4.7.3.B Recurring Charges

Call Waiting	\$3.50
Call Forwarding	\$3.50
Three Way Calling	\$3.50
Unpublished Number	\$3.50
Speed Dial	\$3.50
Call Return	\$3.50
All Above Options	\$18.00
Caller ID	\$7.00

4.8 Reserved for Future Use

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4.9 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service Rates

4.9.1 Nonrecurring Charges

	12 months	24 Months	36 Months
Base System	\$837.00	\$837.00	\$837.00
Voice/Data, per channel	\$4.00	\$4.00	\$4.00
Digital Data, per channel	\$4.00	\$4.00	\$4.00
Inward Data, per channel	\$4.00	\$4.00	\$4.00

4.9.2 Recurring Charges

	12 months	24 Months	36 Months
Base System	\$460.00	\$430.00	\$391.00
Voice/Data, per channel	\$70.00	\$66.00	\$60.00
Digital Data, per channel	\$23.00	\$21.00	\$20.00
Inward Data, per channel	\$26.00	\$23.00	\$22.00

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4.10 Frame Relay Service Rates

As described in Section 3.1.5.B of this Tariff, Frame Relay Service has three rate elements: (i) local access facilities, (ii) ports; and (iii) a permanent virtual circuit (PVC).

4.10.1 Local Access. Local access facilities must be obtained to access Frame Relay Service. The local access facilities are ordered from the LEC. The rates for the local access facilities vary by LEC and are found in such companies' tariffs.

4.10.2 Port Connection Rates

Speed (Kbps)	Monthly Rate Per Port	Nonrecurring Charges
56/64	\$130.00	\$220.00
112/128	\$236.00	\$220.00
168/192	\$255.20	\$220.00
224/256	\$275.20	\$220.00
280/320	\$339.20	\$220.00
336/384	\$400.00	\$220.00
448/512	\$508.00	\$220.00
504/576	\$544.00	\$220.00
560/640	\$580.00	\$220.00
616/704	\$616.00	\$220.00
672/768	\$680.00	\$220.00
896/1024	\$808.00	\$220.00
1120/1280	\$908.00	\$220.00
1344/1536	\$1060.00	\$220.00

4.10 Frame Relay Service Rates (cont.)**4.10.3 Permanent Virtual Circuit (PVC) Rates****4.10.3.A Asymmetrical (One-Way)**

CIR (Kbps)	Monthly Rate
0	\$0.00
4	\$5.00
8	\$8.00
16	\$16.30
32	\$31.80
48	\$46.10
64	\$53.00
128	\$101.00
192	\$151.00
256	\$201.00
320	\$252.00
384	\$302.00
448	\$352.00
512	\$403.00
576	\$453.00
640	\$504.00
704	\$554.00
768	\$604.00

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4.10 Frame Relay Service Rates (cont.)**4.10.3 Permanent Virtual Circuit (PVC) Rates (cont.)****4.10.3.B Symmetrical (Two-Way)**

CIR (Kbps)	Monthly Rate
0	\$0.00
4	\$10.00
8	\$16.00
16	\$32.60
32	\$63.60
48	\$92.20
64	\$106.00
128	\$202.00
192	\$302.00
256	\$402.00
320	\$504.00
384	\$604.00
448	\$704.00
512	\$806.00
576	\$906.00
640	\$1008.00
704	\$1,108.00
768	\$1,208.00

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4.11 Private Line Service Rates**4.11.1 DS0 Services****4.11.1.A Nonrecurring Charges**

Service	Charge
New Order Installation	\$150.00
Change of Requested Service Date - 1st	\$0.00
Change of Requested Service Date - 2nd or More	\$200.00
Order Change (Pre-Engineering)	\$50.00
Order Change (Post-Engineering)	\$200.00
Order Cancellation (Pre-Engineering)	\$200.00
Order Cancellation (Post-Engineering)	\$200.00
Access Service Request (New or Disconnect) Processed to Underlying LEC or Interexchange Carrier - Special Access	\$250.00
Access Service Request Supplement (New or Disconnect) Processed to Underlying LEC or Interexchange Carrier	\$50.00
Order Expedite	\$200.00
Reconfiguration	\$200.00

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4.11 Private Line Service Rates (cont.)**4.11.1 DS0 Services (cont.)****4.11.1.B Recurring Charges**

Minimum Circuit Charge: \$75.00

4.11.1.B.1 Plan 1 - Base Rate. Calls are measured in one (1) V &H DS0 mile increments, rounded to the next higher full mile.

Rate Plans	Rate
Plan 1	\$0.450/DS0 mile

4.11.1.B.2 Term Plan Discounts. Customers who subscribe to a term plan (based on volume and term commitments) shall have the following discounts applied to the base rate upon meeting all commitments specified in such term plan. Application of the discount will result in the following discounted rates. All rates listed below apply per one (1) V &H DS0 mile.

Discount %	Monthly Commitment	6 Mos.	12 Mos.	24 Mos.	36 Mos.
Base	\$0 - \$50,000.99	\$0.391	\$0.260	\$0.250	\$0.240
5%	\$50,001 - \$150,000.99	\$0.371	\$0.247	\$0.238	\$0.228
10%	\$150,001 - \$250,000.99	\$0.351	\$0.234	\$0.225	\$0.216
15%	\$250,001 - \$500,000.99	\$0.332	\$0.221	\$0.213	\$0.204
20%	\$500,001 - \$1,000,000.99	\$0.312	\$0.208	\$0.200	\$0.192
25%	Over \$1,000,000	\$0.293	\$0.195	\$0.188	\$0.180

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4.11 Private Line Service Rates (cont.)**4.11.2 DS1 Services****4.11.2.A Nonrecurring Charges**

Service	Charge
New Order Installation	\$400.00
Change of Requested Service Date - 1st	\$0.00
Change of Requested Service Date - 2nd or More	\$200.00
Order Change (Pre-Engineering)	\$50.00
Order Change (Post-Engineering)	\$400.00
Order Cancellation (Pre-Engineering)	\$250.00
Order Cancellation (Post-Engineering)	\$400.00
Access Service Request (New or Disconnect) Processed to Underlying LEC or Interexchange Carrier - Special Access	\$250.00
Access Service Request Supplement (New or Disconnect) Processed to Underlying LEC or Interexchange Carrier	\$50.00
Order Expedite	\$250.00
Reconfiguration	\$600.00

4.11 Private Line Service Rates (cont.)**4.11.2 DS1 Services (cont.)****4.11.2.B Recurring Charges**

Minimum Circuit Charge: \$750.00

4.11.2.B.1 Plan 1 - Base Rate. Calls are measured in one (1) V &H DS0 mile increments, rounded to the next higher full mile.

Rate Plans	Rate
Plan 1	\$0.175/DS0 mile

4.11.2.B.2 Term Plan Discounts. Customers who subscribe to a term plan (based on volume and term commitments) shall have the following discounts applied to the base rate upon meeting all commitments specified in such term plan. Application of the discount will result in the following discounted rates. All rates listed below apply per one (1) V &H DS0 mile.

Discount %	Monthly Commitment	6 Mos.	12 Mos.	24 Mos.	36 Mos.
Base	\$0 - \$50,000.99	\$0.156	\$0.104	\$0.102	\$0.100
5%	\$50,001 - \$150,000.99	\$0.148	\$0.099	\$0.097	\$0.095
10%	\$150,001 - \$250,000.99	\$0.140	\$0.094	\$0.092	\$0.090
15%	\$250,001 - \$500,000.99	\$0.133	\$0.088	\$0.087	\$0.085
20%	\$500,001 - \$1,000,000.99	\$0.125	\$0.083	\$0.082	\$0.080
25%	Over \$1,000,000	\$0.117	\$0.078	\$0.077	\$0.075

4.12 Directory Assistance

The Company does not provide local directory assistance. Access to long distance directory assistance may be obtained by dialing 1+555-1212 or 411 for listings within the originating area code and by dialing 1 + (area code) + 555-1212 for other listings. User will be billed \$0.60 for each intrastate directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

4.13 Rates for Hearing or Speech Impaired

For properly certified hearing or speech impaired Users who communicate via a TDD, the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. Users using TDDs with the assistance of the relay center will receive a credit on their subsequent bill equal to fifty percent (50%) of the rate for the applicable rate period. If either the User or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by twenty-five percent (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

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TELECOMMUNICATIONS SERVICES

Applying to Resale of Intrastate, Interexchange
Common Carrier Communications
Services Between Points in the
State of Tennessee

AND

**CONTAINING RULES AND REGULATIONS
GOVERNING SERVICE**

ILLUSTRATIVE

This tariff is on file with the Tennessee Regulatory Authority and copies may be inspected, during normal business hours, at DV2, Inc., 2116 Kinsmon Drive, Marietta, Georgia 30062.

ALL MATERIALS IN THIS TARIFF ARE NEW

Issued: April 24, 2000

By: Jeffrey W. Hinkle
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Effective:

Check List

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>SHEET</u>	<u>REVISION NO.</u>	<u>SHEET</u>	<u>REVISION NO.</u>
1	Original	34	Original
2	Original	35	Original
3	Original	36	Original
4	Original	37	Original
5	Original	38	Original
6	Original	39	Original
7	Original	40	Original
8	Original	41	Original
9	Original	42	Original
10	Original	43	Original
11	Original	44	Original
12	Original	45	Original
13	Original	46	Original
14	Original	47	Original
15	Original	48	Original
16	Original	49	Original
17	Original	50	Original
18	Original	51	Original
19	Original	52	Original
20	Original	53	Original
21	Original	54	Original
22	Original	55	Original
23	Original	56	Original
24	Original	57	Original
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		
31	Original		
32	Original		
33	Original		

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Symbols

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.
- (X) To signify a reference to other published tariffs.
- (Z) To signify a correction.

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TARIFF FORMAT SHEET

A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. These new pages are identified in decimal format. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page on file with the Tennessee Regulatory Authority. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the check page for the page currently in effect.

C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2.

2.1.

2.1.1.

2.1.1.A.

2.1.1.A.1.

2.1.1.A.1.(a)

2.1.1.A.1.(a).I

2.1.1.A.1.(a).I.(i)

2.1.1.A.1.(a).I.(i)(1)

D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). The User should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of intrastate, common carrier interexchange communications service by DV2, Inc. (hereinafter referred to as "DV2" or the "Company") within the State of .

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

Issued: April 24, 2000

By: Jeffrey W. Hinkle
President
DV2, Inc.
2116 Kinsmon Drive
Marietta, Georgia 30062

Effective:

1 TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this tariff are defined below.

Access Code

“Access Code” means a sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

Agent

“Agent” means a person, firm, company, corporation, or other entity who is authorized to distribute Services to Customers or Users on the Company's behalf.

Authorization Code

“Authorization Code” means a numerical code, one or more of which are assigned to a Customer to enable it to access the Service provided by the Company and to identify the Customer for billing purposes.

Carrier

“Carrier” means a communications common carrier authorized by the Commission or by the FCC to provide communications service to the public.

Commission

“Commission” means the Tennessee Regulatory Authority.

Credit(s)

“Credit(s)” has the meaning set forth in Section 2.21 hereof.

Credit Allowances

“Credit Allowances” has the meaning set forth in Section 2.21 hereof.

Credit Limit

“Credit Limit” means a credit limit placed on Customer's monthly consumption of Service pursuant to Section 2.10 hereof.

1 Technical Terms and Abbreviations (cont.)

Customer

"Customer" means the person, firm, company, corporation, or other entity that (i) pursuant to a Service Order, orders Service(s) under this Tariff, (ii) purchases a Prepaid Calling Card from the Company or its Agent, (iii) prepays the Company for use of the Services via a Prepaid Calling Card up to a pre-established credit limit, or (iv) accesses the Service by dialing the Company's Access Code.

Day

"Day" means a period of time from 8:00 A.M. to (but not including) 5:00 P.M. Monday through Friday, as measured by local time at the location from which the call is originated.

Direct Dial Service

"Direct Dial Service" means the Direct Dial Service described at Section 3.1.1 hereof.

Evening

"Evening" means a period of time from 5:00 P.M. to (but not including) 11:00 P.M., Sunday through Friday and any time during Holidays as measured by local time at the location from which the call is originated.

FCC

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any regulatory, judicial, administrative, or other domestic federal, state or municipal governmental authority (including without limitation the Commission) having jurisdiction over the Company, over any Other Provider, or over the provision of Services hereunder.

Holidays

"Holidays" means all Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day, Labor Day and Christmas Day (December 25).

1 Technical Terms and Abbreviations (cont.)

Inbound Toll-Free Service

“Inbound Toll-Free Service” means the Inbound Toll-Free Service described at Section 3.1.2 hereof.

Interruption

“Interruption” means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by User for a continuous period of thirty (30) minutes or more.

LEC

“LEC” means a Carrier authorized by a state Governmental Authority to provide communications service within one or more domestic local telephone exchanges.

Local Access and Transport Area (“LATA”)

“Local Access and Transport Area” (“LATA”) means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications services.

Minimum Service Period (“MSP”)

“Minimum Service Period” (“MSP”) means the minimum period of time during which a Customer takes Service ordered under Service Orders under this Tariff.

Night/Weekend (“N/Wkd”)

“Night/Weekend” or “N/Wkd” means a period of time from 11:00 P.M. to (but not including) 8:00 A.M. Monday through Friday, any time on Saturday, and all day Sunday except 5:00 P.M. to (but not including) 11:00 P.M., as measured by local time at the location from which the call is originated.

Direct Dial Service

“Direct Dial Service” means the Direct Dial Service described at Section 3.1.1 hereof.

1 Technical Terms and Abbreviations (cont.)

Other Providers

“Other Providers” means any Carriers or other service providers whose services or facilities are connected to, or used by, the Company in providing the Services.

Performance Failure

“Performance Failure” means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Prepaid Calling Card

“Prepaid Calling Card” means a calling card or other tangible item which (i) contains an Authorization Code and an Access Code, (ii) is supplied by the Company or its Agents, and (iii) permits a User to use the Services up to an amount prepaid to (or up to a credit limit pre-established by the Customer with) the Company.

Regulation(s)

“Regulation(s)” means any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or by any other Governmental Authority or which arise under any federal, state, local, foreign or international treaty, law, statute, utility code, ordinance, rule, order or decree and which are applicable to the Services or to any provision of this Tariff.

Resp-Org

“Resp-Org” or “Responsible Organization” shall mean the entity that has responsibility for the management of toll-free telephone numbers in the Service Management System (“SMS”) database, including maintaining Customer records in the SMS and accessing the SMS: (a) to search and reserve toll-free telephone numbers; and (b) to create and maintain toll-free telephone number Customer records, including call processing records.

1 Technical Terms and Abbreviations (cont.)

Scheduled Interruption

“Scheduled Interruption” means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

“Service(s)” means the Company's communications common carrier service(s) provided under this Tariff.

Service Order

“Service Order” means a Company designated form used from time to time by Customer for ordering Service hereunder or for acquiring Prepaid Calling Cards.

TDD

“TDD” means a Telecommunications Device for the Deaf.

Telecommunications

“Telecommunications” means the transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

Termination (Terminate)

“Termination” (or “Terminate”) means discontinuance of (to discontinue) Service, either at the Customer's request, or by the Company in accordance with Regulations.

1 Technical Terms and Abbreviations (cont.)

Travel Card Service

“Travel Card Service” means the Travel Card Services described at Section 3.1.3 hereof.

User

“User” means (i) a Customer, or (ii) any person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff, or who lawfully acquires a Prepaid Calling Card from a Customer or an Agent. For purposes of illustration, a User includes any person to whom the Customer sells or gifts a Prepaid Calling Card.

2 RULES AND REGULATIONS

The Company is a reseller of intrastate, interexchange communications common carrier services.

2.1 Undertaking of the Company

- 2.1.1 The Company shall exercise its best efforts to provide Services to Users between any and all points described herein pursuant to the terms and conditions set forth in this Tariff.
- 2.1.2 Services ordered by Customers under Service Orders will be made available for Users' use as soon as practicable after the Company's receipt of said Service Order. In the event of a conflict or inconsistency between the terms of a Service Order and those of this Tariff, the latter shall govern.
- 2.1.3 The obligations of the Company to provide Services under this Tariff are subject to the following: (i) availability, procurement, construction, and maintenance of facilities (including without limitation those facilities of Other Providers); (ii) interconnection to Other Providers' services or facilities as required; (iii) any applicable Credit Limit; or (iv) receipt of any applicable advance payment or deposit.
- 2.1.4 The Company reserves the right: (i) to discontinue or temporarily suspend Service to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; and (ii) to block Service to any User location or to any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Service in excess of any applicable Credit Limit or advance payment. Services may not be available from certain coin-operated or other pay telephones located on prisons, military bases and colleges for reasons including, but not necessarily limited to, the detection of fraudulent use of Services at those locations.

2.2 Responsibility and Use

- 2.2.1 Services may be used by Users for any lawful purpose, subject to the terms and conditions set forth herein and in any applicable Service Order. Subject to the limitations and conditions set forth in this Tariff, Services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.2 Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent use of or access to Services; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.
- 2.2.3 The Company's sole responsibility with respect to Travel Card Services is to make Services available to Users in accordance with Section 3.1.3 of this Tariff.
- 2.2.4 The Company's sole responsibility with respect to provision of Services in connection with Prepaid Calling Cards is to make Services available to Users using such Prepaid Calling Cards in accordance with Section 3.1.4 of this Tariff.

2.3 Compliance

- 2.3.1 The Services may not be used for any unlawful purpose whatsoever.
- 2.3.2 The Company and Customer shall (and Customer shall cause User to) comply with all applicable Regulations.

2.4 Abuse. Abuse of the Services is prohibited. The following activities constitute abuse:

- 2.4.1 Using the Service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another; or
- 2.4.2 Using the Service in violation of the non-interference and signal quality restrictions set forth in Section 2.13.3; or
- 2.4.3 Acquiring or reserving an 800, 888 or 877 telephone number provided by the Company for the primary purpose of selling, brokering, bartering or releasing it to another party for a fee or other consideration; or
- 2.4.4 Using the Service (or any other telephone number advertised or widely understood to be toll free in connection with the Service) in any of the following ways:
 - 2.4.4.A With the exception of circumstances where the calling party has a presubscription or comparable arrangement or discloses a credit or charge card number during the call, in any manner that would result in: (a) assessment of a charge for completing an 800, 888 or 877 call on the calling party or on the subscriber to the line from where the 800, 888 or 877 call originated; (b) connection of the calling party to a pay-per-call service; or (c) assessment of a charge on the calling party for information conveyed during the toll free call; or
 - 2.4.4.B Calling the calling party back collect for the provision of audio or data information services, simultaneous voice conversation services or products.

2.5 Call Blocking

Notwithstanding any other provision of this Tariff, the Company may block calls which: (i) are made to or from certain countries, cities, or central office ("NXX") exchanges, or (ii) make use of certain Authorization Codes, as the Company, in its sole opinion and discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

2.6 Billing and Payments

- 2.6.1 Other than prepaid services, charges for Services will be billed to Customer on a monthly (30 day) basis, in arrears, based on the Users' actual usage. Customers will not be charged for uncompleted calls.
- 2.6.2 All amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof; provided, however, that charges incurred for Services obtained via Prepaid Calling Cards will be first debited against the balance of the amount (if any) prepaid to the Company.
- 2.6.3 Invoices unpaid after thirty (30) days shall incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum rate permitted by law.
- 2.6.4 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Users, including without limitation any unauthorized, unlawful or fraudulent use or access. Customer's charges for Travel Card or Prepaid Calling Card calls are subject to any applicable limitations established by any Regulation.
- 2.6.5 Except as otherwise provided herein, the Company, at its sole option, may Terminate Services in the event Customer fails to pay any invoice for Services provided under this Tariff within thirty (30) calendar days after the due date stated thereon, subject to written notice and to any other applicable Commission Regulations. Notice, for purposes of this Section 2.6.5, is to be deemed effective upon mailing of written notice, postage prepaid, to Customer's last known address. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Termination by Customer for purposes of this Section 2.6.5 will be deemed effective no later than thirty (30) business days following the date of Company's receipt of Customer's Termination notice. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed in writing by Customer within thirty (30) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer.
- 2.6.6 With prior credit approval by the Company, Customers may be permitted to remit payment for Services by check or by credit card.

2.6 Billing and Payments (cont.)

- 2.6.6 Payphone Compensation Surcharge. In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FFF 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access the Company's Services. This payphone compensation surcharge is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's Service. Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The payphone compensation surcharge applies to the initial completed call and any reoriginated call (i.e., using the “#” symbol). Whenever possible, the payphone compensation surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the payphone compensation surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone. The payphone compensation surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.
- 2.6.7 Toll Free Number Portability. If a Customer accumulates undisputed delinquent charges, the Company reserves the right not to honor that Customer's request for a change in service, including a request for Resp-Org change, until such charges are paid in full.

2.7 Taxes

- 2.7.1 All federal, state, and local excise, sales, use and similar taxes, will be billed by the Company as separate line items on Customer's invoice, and, except as otherwise set forth in Sections 2.7.2 and 3.1.4.A hereof, are not included in any quoted rates described or contained in this Tariff.
- 2.7.2 The Company reserves the right to assess a surcharge on Customer's charges for outbound Services terminating at, or inbound Services originating from, locations or addresses in those states levying, or asserting a right to levy, a gross receipts tax or similar assessment on the Company's operations or on intrastate access charges incurred by the Company in such state(s). The surcharge will be calculated pro rata based on the amount Customer's total monthly charges for Services provided to and billed to a Customer's location or Authorization Code in such state(s) bears to the Company's total monthly receipts subject to said tax or assessment in such state(s). The surcharge will appear as a line item on Customer's invoice.

2.8 Advance Payments

- 2.8.1 Recurring Advance Payments. The Company may, at its sole option and discretion, require that any Customer having a history of late payments for the Services or whose credit history either is unsatisfactory (in the Company's sole opinion) or is not established to the Company's reasonable satisfaction to make advance payments from time to time for future consumption of Services. The amount of each such advance payment will not exceed the lesser of (a) one (1) month's actual or estimated charges, or (b) the highest amount permitted by any applicable Regulation. The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of an advance payment. Advance payments will be applied to charges for Services in the same manner as other payments. A customer may be required to continue to make advance payments in accordance with this Section 2.8 until such time as its credit worthiness is established to the Company's reasonable satisfaction.
- 2.8.2 Nonrecurring Advance Payments. The Company may require any Customer to make an advance payment of non-recurring charges (e.g., special construction charges) prior to consumption of services.

2.9 Deposits

Customers or applicants for Services whose financial condition is not acceptable to the Company, as determined in its sole opinion and discretion, may be required to provide the Company, either before or after the commencement of Service, with a security deposit, in cash or cash-equivalents, in an amount not to exceed two (2) months of estimated Service usage, and/or to provide the Company with such other assurances of, or security for, the payment of charges for Services as the Company may deem necessary in its sole judgement and discretion. Any such cash deposit will bear simple interest at a rate of seven percent (7%) per annum. The Company may apply such deposit at any time to any past due balances owed to it by Customer hereunder, provided however, the Company shall return the remainder to Customer, at its last known address, within one (1) month following the date of Termination. The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of a cash deposit required under this Section 2.9. All deposits will be collected in accordance with Regulations.

2.10 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's consumption of Services for any monthly period.

2.11 Indemnification by Customer

2.11.1 Customer shall defend, indemnify and hold the Company harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.11.1.A Libel or slander resulting from any use of the Services provided to any User hereunder;

2.11.1.B Infringement of any patent, copyright, trademark, trade name or trade secret arising from: (i) the transmission of any material transmitted: (a) by any User, or (b) by any other person using the Services provided to any User, User location, or Authorization Code; or (ii) the combination of User's use of Services with CPE or with other User-provided facilities or services; and

2.11.1.C Except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Users.

2.12 Customer Premises Equipment ("CPE")

CPE attachment by the User is permitted under this Tariff. The Customer is responsible for ensuring that all such attached CPE must conform to the FCC's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended). The Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.

2.13 Interconnection

- 2.13.1 The Services may be connected with services or facilities of Other Providers subject to any technical limitations applicable to the latter; provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.
- 2.13.2 Interconnection with the facilities or services of Other Providers is subject to the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Any interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and those of Other Providers must be provided at the Customer's sole expense. Customer shall comply with all applicable terms and conditions of service provided by said Other Providers.
- 2.13.3 Customer is solely responsible for ensuring that Telecommunications signals transmitted by Users via the Services will not interfere with the operations of the Company or those of Other Providers, or with the provision or use of similar services provided by the Company or by Other Providers to any third party. All such signals must be of the proper type, bandwidth, and other technical parameters so as to neither damage the Company's or Other Providers' equipment nor degrade Service supplied to third parties. Except with respect to Services obtained through Prepaid Calling Cards, Customer must ensure:
- 2.13.3.A that all Users employ physical arrangements for protection of the Company's facilities in circumstances where the Company, in its sole opinion and discretion, deems such protection to be reasonably necessary;
- 2.13.3.B that all Users provide adequate electrical power, wiring and electrical outlets necessary for the proper operation of the Company's equipment on their premises;

2.13 Interconnection (cont.)

2.13.3.C that all equipment, facilities or Other Providers' services connected with those of the Company are constructed, operated, and maintained so as to work satisfactorily with the Services; and

2.13.3.D that all such equipment, facilities and Other Providers' services avoid hazard, damage, or injury to the Company's facilities or plant, its employees or subcontractors, or to the public.

2.13.4 Notwithstanding any other provision of this Tariff, the Company has the right to Terminate or suspend Service to any User found to be in violation of the foregoing Section 2.13.3.

2.14 Title

Title to any and all equipment or facilities provided by the Company under this Tariff will remain in the Company.

2.15 Interruption

2.15.1 Notice. The Customer must promptly notify the Company of any Interruptions in Service of which it becomes aware; provided, however, prior to giving such notice, the Customer shall ascertain that the Interruption is not being caused by any action or omission of the User or by any non-Company supplied wiring or equipment connected to the Company's facilities. The Company's obligations under this Tariff to apply Credits or Credit Allowances to Customer's account for any Interruptions are expressly conditioned upon Customer's strict compliance with this Section 2.15.1.

2.15.2 Scheduled Interruptions. The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.16 Discontinuation

Notwithstanding any other provision of this Tariff, the Company may at its sole option and discretion Terminate Service without incurring any liability therefor whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation, and (ii) to any applicable Regulations, for any of the following reasons:

2.16.1 by order of a Governmental Authority;

2.16.2 in the event of any unlawful, unauthorized or fraudulent use of or access to the Services, including without limitation, violation of the provisions of this Tariff or of any other Regulations by the Customer, by any other User, or by any other person;

2.16.3 the use of Services in excess of a Customer's Credit Limit (if any) or Company's failure to receive an advance payment (if so required) for Services provided hereunder; or

2.16.4 Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.

2.17 Restoration of Services

The Company shall restore any Terminated Services in accordance with Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.3.

2.18 Disclaimer

The Company will have no liability whatsoever to User, to its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE PROVISION OF SERVICES HEREUNDER.

2.19 Limitation of Liability

2.19.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by any User or any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service, or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by User for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due User as Credits or Credit Allowances pursuant to the provisions of Section 2.21 hereof.

2.19.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.19.1 hereof.

2.19.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.19.1 hereof.

2.19 Limitation of Liability (cont.)

- 2.19.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision or use of Services hereunder.
- 2.19.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Users' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services, including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed an agent or employee of the Company in this undertaking.
- 2.19.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

2.20 Indemnification

Subject to the limitations of liability set forth in Section 2.19 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, or on the part of its agents, employees, subcontractors or assignees, in connection with the provision or use of the Services. The indemnifying party under this Section 2.20 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.20 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

2.21 Credits and Credit Allowances

2.21.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.21.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, (iii) are not due to either equipment or wiring supplied by any person other than the Company, and (iv) are not due to the negligence or willful misconduct of the User, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the fixed monthly, recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours (for the purpose of this computation, each month is deemed to have 720 hours). An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is be rounded to the nearest hour.

2.21.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, subject to the Company's collection of such Credit Allowance from the Other Provider obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which Company receives from the Other Provider. Any other provision of this Section 2.21 notwithstanding, the Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Other Provider for which no Credit Allowance is due to the Company.

2.21 Credits and Credit Allowances (cont.)

2.21.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.21; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed monthly recurring charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

2.22 Minimum Service Period

The Minimum Service Period will be for the term specified in Customer's Service Order, which term must be no less than thirty (30) days. This MSP will automatically renew for subsequent terms of equal duration. Subject to Sections 3.1.5 and 3.1.6 of this Tariff, either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

2.23 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, labor disputes, or any Regulation or other directive, action or request of any Governmental Authority.

2.24 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the User's premises. The Customer shall arrange for the Company, or for other Carriers as required, to have access to the User's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of User, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.25 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.26 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.27 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Tennessee.

2.28 Contract Service Arrangements

At the option of the Company, Services may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this Tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

2.29 Assignment

2.29.1 By Customer. The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.29.2 By Company. The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest. An assignment or transfer of the rights or obligation to provide Services will include the same Customer Services for which the Customer contracted, at the same rates, for at least a limited time. The Customer will be notified of the assignment and the time limitation, and the Customer will be given an option to change its service provider.

2.31 Special Construction

At its option, the Company may provide Customers, upon request, special construction of facilities or Services on an individual case basis ("ICB") at rates other than as set forth herein. Special construction or ICB is construction undertaken:

- 2.31.1 where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed;
- 2.31.2 where facilities other than those which the Company provides are requested by the Customer;
- 2.31.3 where facilities are requested by the Customer over a route other than that which the Company serves;
- 2.31.4 when Services are requested in a quantity greater than that which the Company would normally provide to a Customer;
- 2.31.5 when Services are requested by a Customer on an expedited basis;
- 2.31.6 when Services or facilities are requested on a temporary basis until such Services or permanent facilities are available.

The Charges for special construction or ICB (i) are subject to individual negotiation between the Company and the Customer, (ii) will be based upon the Company's actually incurred labor, material and other costs, and (iii) may include without limitation recurring, non-recurring, and early termination Charges.

3 DESCRIPTION OF SERVICES

3.1 Description of Services

Services consist of (i) Direct Dial Service, (ii) Inbound Toll-Free Service, (iii) Travel Card Service, (iv) Prepaid Calling Card Service, (v) Frame Relay Service, and (vi) Private Line Service as described herein.

3.1.1 Direct Dial Service is a switched, intrastate, telecommunications service which permits Users to establish communications between points within the State of Tennessee.

3.1.2 Inbound Toll-Free Service is a switched, intrastate, incoming telecommunications service. Customers shall be assigned an "800", "888", "877" or other toll-free incoming telephone number by the Company for termination and billing of Inbound Toll-Free Service calls.

3.1.3 Travel Card Service is a switched, intrastate, telecommunications service which permits Users to establish communications between points within the State of Tennessee. Users may utilize Travel Card Service to originate outbound, direct dial calls, via Company-provided toll free telephone numbers in order to complete switched, intrastate, telecommunications calls. Travel Card Services are subject to the following terms and conditions.

3.1.3.A Unit Value. Travel Card Services may be obtained from the Company, from Agents or from Customers at various per-minute or per-unit rates as set forth in Section 4.8, inclusive of all taxes. All Travel Card calls are measured in one (1) minute increments, rounded to the next higher full minute, except as otherwise set forth herein.

3.1 Description of Services (cont.)

3.1.3.B Other Conditions of Service

- (1) Travel Card calls to 700, 800, 888, 877, 900, 950 and other similar numbers will not be completed.
- (2) Travel Cards may not be used to make operator assisted calls. However, upon request, the Company's customer service personnel will provide Customers with call completion assistance at no charge.
- (3) Travel Cards may not be used to make third party billed calls or person-to-person calls.
- (4) The Company will credit the account of a User's Travel Card for calls that are Interrupted or are subject to inadequate transmission due to Performance Failures. Credits will not apply to Interruptions which are: (a) not reported to the Company by the Customer or User within ten (10) days after the Interruption; (b) not proximately caused by the Company or its Agents, or (c) caused, in whole or in part, by the User.
- (5) Travel Card Services may be marketed in conjunction with third parties for which the Company serves as the common carrier.
- (6) Travel Card charges include per minute or per unit usage charges and may also include a per call service charge.

3.1 Description of Services (cont.)

3.1.4 Prepaid Calling Card Service Users may utilize Prepaid Calling Card Services to originate outbound, direct dial calls, via Company-provided telephone numbers in order to complete switched, intrastate, telecommunications calls. Prepaid Calling Card Services are subject to the following terms and conditions.

3.1.4.A Unit/Minute Value. Prepaid Calling Cards may be obtained from the Company, from Agents or from Customers in 60, 30 or 10 unit or minute denominations with a per-unit or per-minute value as set forth in Section 4.9, inclusive of all taxes. All Prepaid Calling Card calls are measured in one (1) minute increments, rounded to the next higher full minute.

3.1.4.B Other Conditions of Service

- (1) Prepaid Calling Card calls to 700, 800, 888, 877, 900, 950 and other similar numbers will not be completed.
- (2) Calls may only be charged against a Prepaid Calling Card that has a sufficient available balance.
- (3) Prepaid Calling Card balances will be reduced and depleted based upon User's usage. Users will be given notice (e.g., by automated operator intervention) one minute before the available card balance is depleted. When the balance is depleted, the call will be terminated.
- (4) Third party billing and person-to-person calls may not be made with Prepaid Calling Cards.

3.1 Description of Services (cont.)

- (5) Some promotional Prepaid Calling Cards are non-refundable and will expire on the date specified on the card (or on the package in which the card is included) as applicable.
- (6) The Company will credit the account of a User's Prepaid Calling Card for calls that are Interrupted or are subject to inadequate transmission due to Performance Failures. Credits will not apply to Interruptions which are: (a) not reported to the Company by the Customer or User within ten (10) days after the Interruption; (b) not proximately caused by the Company or its Agents; or (c) caused, in whole or in part, by the User.

3.1.4.C Prepaid Calling Card Recharge Option. Users of a Prepaid Calling Card may be given the option of adding additional dollar or unit values to the Prepaid Calling Card account associated with that card by payment to the Company via a major credit card. This recharge option may be available by contacting the Company's customer service department. The minute or unit value of a recharged Prepaid Calling Card is set forth in Section 4.9.

3.1 Description of Services (cont.)

3.1.5 Frame Relay Service is a form of packet switching, which uses variable length packets, to connect multiple local area networks (LANs) for data transmission. Frame Relay Service is available throughout the United States where digital local access is available. Frame Relay Service is subject to the following terms and conditions.

3.1.5.A Definitions.

- (1) Asynchronous Transfer Mode (ATM) means an international, high-speed, high-volume, packet-switched transmission protocol standard that supports integrated voice, video and data communications. ATM uses short uniform 53-byte cells to divide data into packets for ultra-fast switching through the network. The 53-byte cells contain 5-byte destination address headers and 48 data bytes.
- (2) Committed Information Rate (CIR) means the statistical measurement of throughput on a PVC over time, measured in bits per second. The CIR is the rate (i) at which the network agrees to accept data from the user, and (ii) which the network commits to transfer data under normal operating conditions.
- (3) Permanent Virtual Circuit (PVC) means the facilities used to form a communications path connecting between two ports. Although a PVC may be defined in a static manner with static parameters, it is not fixed to a stationary path through the network.
- (4) Port means a network entry or exit point on the frame relay switch that connects to the Company's frame relay network.
- (5) Service Date means the date Frame Relay Service is installed and available, or the date specified on the Customer's Service Order, whichever is later. The Service Date is the date on which all nonrecurring charges will be billed and monthly charges begin for Frame Relay Service.

3.1 Description of Services (cont.)

3.1.5.B Frame Relay - General

3.1.5.B.1 Rate Elements. Frame Relay Service has three rate elements:

- (a) local access facilities;
- (b) ports; and
- (c) a permanent virtual circuit (PVC).

3.1.5.B.2 Local Access. Local access facilities must be obtained to access Frame Relay Service. The local access facilities are ordered from the LEC. The rates for the local access facilities vary by LEC and are found in such companies' tariffs.

3.1.5.B.3 Port Speed. Port speed is selected to accommodate the various PVCs that use a particular port. The speed represents the highest attainable data rate into or out of the location at any point in time. Available speeds range from 56 Kbps to 1.536 Mbps. A frame relay port connection provides the physical interface into the network and provides the logical termination of PVCs assigned to that port.

3.1 Description of Services (cont.)

- 3.1.5.B.4 Permanent Virtual Circuit (PVC). The PVC connects the customer's specific end-points on the interexchange network. Each PVC is assigned a committed information rate ("CIR"), which is the average minimum data rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can be greater than the CIR when excess capacity is available on the port and on the network. When this excess capacity exists, an average data rate above the CIR may be achieved up to the port capacity. Data sent across a virtual connection in excess of that connection's CIR will be marked discard eligible in the event of network congestion, and will be delivered only if the instantaneous demand for output on a transmission channel is equal to or less than the capacity of the queue for that channel. PVC's may be either asymmetrical (one-way) or symmetrical (two-way). Symmetrical (two-way) traffic requires the use of one symmetrical PVC or two asymmetrical PVCs.

3.1 Description of Services (cont.)

3.1.5.C Minimum Service Terms

- 3.1.5.C.1 The minimum service requirement is one month for domestic service. The Customer may subscribe to Service under one, two, three, four or five year term plans. For any term plan, the rates and term discounts will be fixed for the term at the discount level below. The term will begin on the first day of the month following the date the service is installed and available. Upon expiration, the term will be automatically extended at the term plan rates and discounts for successive ninety (90) day periods, unless thirty (30) days prior to the end of the term or each such extension either (a) the Customer or the Company provides written notice to the other that it does not want such extension, or (b) the Customer subscribes to another term plan and the rates of the new term plan apply.
- 3.1.5.C.2 If additional sites are added to a Customer's Frame Relay Service after the initial subscription to a term plan, such sites will be incorporated into the Customer's term plan and will have the same termination date as the Customer's original term plan.
- 3.1.5.C.3 Existing Customers may subscribe to a new term plan for Frame Relay Service of the same or greater value prior to the end of the Customer's existing term plan without incurring any termination liability if the new term plan extends beyond the old term plan termination date by at least one year.

3.1 Description of Services (cont.)

3.1.5.C.4 "Wholesale" Discounts and Terms

Monthly Recurring	Discount Term in Years				
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>
\$50,000	8%	10%	12%	14%	16%
\$125,000	12%	14%	17%	19%	21%
\$250,000	14%	17%	20%	23%	25%
\$500,000	18%	21%	24%	27%	30%

3.1.5.D Termination of Frame Relay Service. Customer must provide the Company with thirty (30) days written notice before terminating Frame Relay Service. Customers terminating service prior to fulfilling their term commitment will be assessed a termination liability equal to one hundred percent (100%) of the monthly recurring charge for each access line, port and PVC Service terminated multiplied by the number of months remaining in the first year of the term plan, plus fifty percent (50%) of the monthly recurring charges for each circuit canceled multiplied by the number of months remaining in the term plan after the first year. The Customer will not have any termination liability if it subscribes to another Company service of the same or greater monthly revenues and volume, and with a term no less than the remaining months of the term plan or one year, whichever is greater, at the same time the notice of termination is received. The Customer will also be liable for a pro-rata amount of any waived installation charges based on the number of months in the term plan.

3.1 Description of Services (cont.)

3.1.6 Private Line Service is a non-switched intrastate, telecommunications service which permits Customers to connect two locations with private dedicated service at one of a number of transmission speeds. Private Line Service is offered on a point-to-point basis, and consists of (i) DS0 Service and (ii) DS1 Service. Each Private Line Service is dedicated to the Customer and Users and the entire usable bandwidth for each service is available to the Customer and Users for their exclusive use.

3.1.6.A DS0 Service is a dedicated digital channel with line speeds of 2.4, 4.8, 9.6, 56 or 64 Kbps.

3.1.6.B DS1 Service is a dedicated, high-capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade circuits or 24 DS0 circuits.

3.1.6.C Other terms and conditions. Private Line Services are subject to the following terms and conditions.

- (1) Recurring charges for Private Line Service vary based on the capacity of service, the distance of service, the term plan selected and the monthly revenue commitment made by the Customer. Unless otherwise stated in the description associated with the rate element in this tariff, Private Line recurring charges are applied on a circuit basis, per DS0 equivalent. A minimum circuit charge applies, and this minimum circuit charge will vary by bandwidth.
- (2) Nonrecurring charges (NRC) are one-time only charges. NRC's may be waived for certain promotions and under the specific terms of individually-negotiated contract services.

3.1 Description of Services (cont.)

- (3) Recurring charges for services purchased under a term plan will be fixed for the life of the term. The rate level applicable throughout the term plan is based on the volume commitment specified by the Customer at the time service is ordered. Customer may terminate any circuit upon 90 days' notice; provided that if termination occurs (i) prior to the activation date agreed upon by the Company and Customer, Customer shall reimburse the Company for all costs of the implementation of such circuit; or (ii) on or after the activation date agreed upon by the Company and Customer, Customer shall pay (a) all charges for services previously rendered, along with (b) the amount due through the end of the applicable circuit lease term.

3.1 Description of Services (cont.)

3.1.6.D Application of Rates

3.1.6.D.1 Pass-Through Charges. All charges incurred by the Company on the Customer's behalf from any LEC or Other Provider will be directly passed on to the Customer. All Private Line ancillary service charges will be priced on an individual case basis and will be subject to the terms and charges of the LEC or Other Provider.

3.1.6.E Order Change or Cancellation Policy. The Company will provide an order confirmation after the Customer places a Service Order. If the Customer changes the order, a change order charge will apply based on the scope of the change. If the Customer cancels the order, the Customer must reimburse the Company for all costs incurred prior to the cancellation. The Customer must notify the Company of service date changes 45 days prior to the due date. Service date changes may be extended by the Customer a maximum of thirty days from the due date.

3.1.6.F The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company.

3.2 Timing of Calls

The Customer's monthly charges for Services provided hereunder are based upon either (i) the total time the User actually uses the Services (rounded to the increments set forth in herein), or (ii) the airline mileage between the originating and the terminating rate centers of each call as calculated using the V and H coordinates set forth in AT&T's FCC Tariff No. 10 on file with the Commission, and incorporated herein by reference. The method of calculation of the airline mileage between rate centers is calculated according to the following formula.

$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

Where V1 and H1 are the V and H coordinates of point 1, and V2 and H2 are the V and H coordinates of point 2. The mileage is rounded up to an integer value to determine the airline mileage.

4 RATES

4.1 Return Check Charge

The Customer will be charged twenty dollars (\$20.00) whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Late Payment Charge

Invoices unpaid after thirty (30) days shall incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum rate permitted by law.

4.3 Reconnection Fee

A charge of twenty dollars (\$20.00) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a User requests to be reconnected to the Services after the Company has Terminated the Services to User for any reason allowed by this Tariff.

4.4 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Regulations.

4.5 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or pay to others, in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to pay telephone service providers for the use of their pay telephones to access the Company's Services.

4.6 Direct Dial Service Rates

The following rates apply to all presubscribed Direct Dial Service Customers. Calls are measured in one (1) minute increments, rounded to the next higher full minute.

Rate Plans	Day Rates	N/Wkd./Eve. Rate	Monthly Recurring Fee	Initial Set-up Fee
Plan 1	\$0.15/min.	\$0.25/min.	\$0.00	\$0.00

4.7 Inbound Toll-Free Service Rates

The following rates apply to all Customers of Inbound Toll-Free Service. Calls are measured in one (1) minute increments, rounded to the next higher full minute.

Rate Plans	Day Rates	N/Wkd./Eve. Rate	Monthly Recurring Fee	Initial Set-up Fee
Plan 1	\$0.19/min.	\$0.19/min.	\$0.00	\$0.00

4.8 Travel Card Service Rates

Rates for Travel Card Calls are as follows. Calls are measured in one (1) minute increments, rounded to the next higher full minute.

Rate Plans	Day Rates	N/Wkd./Eve. Rate	Monthly Recurring Fee	Initial Set-up Fee
Plan 1	\$0.19/min.	\$0.19/min.	\$0.00	\$0.00

4.9 Prepaid Calling Card Service Rates

Rates for calls made with a Prepaid Calling Card are as follows. Calls are measured in one (1) minute increments, rounded to the next higher full minute.

Rate Plans	Day Rates	N/Wkd./Eve. Rate	Per Call Fee
Plan 1	\$0.17/min.	\$0.17/min.)	\$0.25

4.10 Frame Relay Service Rates

As described in Section 3.1.5.B of this Tariff, Frame Relay Service has three rate elements: (i) local access facilities, (ii) ports; and (iii) a permanent virtual circuit (PVC).

4.10.1 Local Access. Local access facilities must be obtained to access Frame Relay Service. The local access facilities are ordered from the LEC. The rates for the local access facilities vary by LEC and are found in such companies' tariffs.

4.10.2 Port Connection Rates

Speed (Kbps)	Monthly Rate Per Port	Nonrecurring Charges
56/64	\$130.00	\$220.00
112/128	\$236.00	\$220.00
168/192	\$255.20	\$220.00
224/256	\$275.20	\$220.00
280/320	\$339.20	\$220.00
336/384	\$400.00	\$220.00
448/512	\$508.00	\$220.00
504/576	\$544.00	\$220.00
560/640	\$580.00	\$220.00
616/704	\$616.00	\$220.00
672/768	\$680.00	\$220.00
896/1024	\$808.00	\$220.00
1120/1280	\$908.00	\$220.00
1344/1536	\$1060.00	\$220.00

4.10 Frame Relay Service Rates (cont.)**4.10.2 Permanent Virtual Circuit (PVC) Rates****4.10.2.A Asymmetrical (One-Way)**

CIR (Kbps)	Monthly Rate
0	\$0.00
4	\$5.00
8	\$8.00
16	\$16.30
32	\$31.80
48	\$46.10
64	\$53.00
128	\$101.00
192	\$151.00
256	\$201.00
320	\$252.00
384	\$302.00
448	\$352.00
512	\$403.00
576	\$453.00
640	\$504.00
704	\$554.00
768	\$604.00

4.10 Frame Relay Service Rates (cont.)**4.10.2 Permanent Virtual Circuit (PVC) Rates (cont.)****4.10.2.B Symmetrical (Two-Way)**

CIR (Kbps)	Monthly Rate
0	\$0.00
4	\$10.00
8	\$16.00
16	\$32.60
32	\$63.60
48	\$92.20
64	\$106.00
128	\$202.00
192	\$302.00
256	\$402.00
320	\$504.00
384	\$604.00
448	\$704.00
512	\$806.00
576	\$906.00
640	\$1008.00
704	\$1,108.00
768	\$1,208.00

Issued: April 24, 2000

By: Jeffrey W. Hinkle
President
DV2, Inc.
2116 Kinsmon Drive
Marietta, Georgia 30062

Effective:

4.11 Private Line Service Rates**4.11.1 DS0 Services****4.11.1.A Nonrecurring Charges**

Service	Charge
New Order Installation	\$150.00
Change of Requested Service Date - 1st	\$0.00
Change of Requested Service Date - 2nd or More	\$200.00
Order Change (Pre-Engineering)	\$50.00
Order Change (Post-Engineering)	\$200.00
Order Cancellation (Pre-Engineering)	\$200.00
Order Cancellation (Post-Engineering)	\$200.00
Access Service Request (New or Disconnect) Processed to Underlying LEC or Interexchange Carrier - Special Access	\$250.00
Access Service Request Supplement (New or Disconnect) Processed to Underlying LEC or Interexchange Carrier	\$50.00
Order Expedite	\$200.00
Reconfiguration	\$200.00

4.11 Private Line Service Rates (cont.)**4.11.1.B Recurring Charges**

Minimum Circuit Charge: \$75.00

4.11.1.B.1 Plan 1 - Base Rate. Calls are measured in one (1) V &H DS0 mile increments, rounded to the next higher full mile.

Rate Plans	Rate
Plan 1	\$0.450/DS0 mile

4.11.1.B.2 Term Plan Discounts. Customers who subscribe to a term plan (based on volume and term commitments) shall have the following discounts applied to the base rate upon meeting all commitments specified in such term plan. Application of the discount will result in the following discounted rates. All rates listed below apply per one (1) V &H DS0 mile.

Discount %	Monthly Commitment	6 Mos.	12 Mos.	24 Mos.	36 Mos.
Base	\$0 - \$50,000.99	\$0.391	\$0.260	\$0.250	\$0.240
5%	\$50,001 - \$150,000.99	\$0.371	\$0.247	\$0.238	\$0.228
10%	\$150,001 - \$250,000.99	\$0.351	\$0.234	\$0.225	\$0.216
15%	\$250,001 - \$500,000.99	\$0.332	\$0.221	\$0.213	\$0.204
20%	\$500,001 - \$1,000,000.99	\$0.312	\$0.208	\$0.200	\$0.192
25%	Over \$1,000,000	\$0.293	\$0.195	\$0.188	\$0.180

4.11 Private Line Service Rates (cont.)**4.11.2 DS1 Services****4.11.2.A Nonrecurring Charges**

Service	Charge
New Order Installation	\$400.00
Change of Requested Service Date - 1st	\$0.00
Change of Requested Service Date - 2nd or More	\$200.00
Order Change (Pre-Engineering)	\$50.00
Order Change (Post-Engineering)	\$400.00
Order Cancellation (Pre-Engineering)	\$250.00
Order Cancellation (Post-Engineering)	\$400.00
Access Service Request (New or Disconnect) Processed to Underlying LEC or Interexchange Carrier - Special Access	\$250.00
Access Service Request Supplement (New or Disconnect) Processed to Underlying LEC or Interexchange Carrier	\$50.00
Order Expedite	\$250.00
Reconfiguration	\$600.00

4.11 Private Line Service Rates (cont.)**4.11.2.B Recurring Charges**

Minimum Circuit Charge: \$750.00

4.11.2.B.1 Plan 1 - Base Rate. Calls are measured in one (1) V &H DS0 mile increments, rounded to the next higher full mile.

Rate Plans	Rate
Plan 1	\$0.175/DS0 mile

4.11.2.B.2 Term Plan Discounts. Customers who subscribe to a term plan (based on volume and term commitments) shall have the following discounts applied to the base rate upon meeting all commitments specified in such term plan. Application of the discount will result in the following discounted rates. All rates listed below apply per one (1) V &H DS0 mile.

Discount %	Monthly Commitment	6 Mos.	12 Mos.	24 Mos.	36 Mos.
Base	\$0 - \$50,000.99	\$0.156	\$0.104	\$0.102	\$0.100
5%	\$50,001 - \$150,000.99	\$0.148	\$0.099	\$0.097	\$0.095
10%	\$150,001 - \$250,000.99	\$0.140	\$0.094	\$0.092	\$0.090
15%	\$250,001 - \$500,00.99	\$0.133	\$0.088	\$0.087	\$0.085
20%	\$500,001 - \$1,000,000.99	\$0.125	\$0.083	\$0.082	\$0.080
25%	Over \$1,000,000	\$0.117	\$0.078	\$0.077	\$0.075

Issued: April 24, 2000

Effective:

By: Jeffrey W. Hinkle
President
DV2, Inc.
2116 Kinsmon Drive
Marietta, Georgia 30062

4.12 Payphone Compensation Surcharge

Customer-dialed 800, 888, 877 and "101XXXX" calls originated from pay telephones to obtain access to the Company's Services will incur a per-call surcharge of \$0.30.

4.13 Directory Assistance

The Company does not provide directory assistance. Access to long distance directory assistance may be obtained by dialing 1+(area code)+555-1212. User will be charged (or Customer will be billed) \$0.60 for each intrastate directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

4.14 Rates for Hearing or Speech Impaired

For medically certified hearing or speech impaired Users who communicate via a TDD, the Company will issue upon request a credit in an amount of 25% of the regularly billed charges under Section 2.6 for calls made between TDDs. The credit will appear on the Customer's subsequent bill.

4.15 Application Periods

The following application periods apply to the rates established in this Section 4.

MON.	TUES.	WED.	THU.	FRI.	SAT.	SUN.
------	-------	------	------	------	------	------

8:00 AM						
to		Day Rate Period			N/Wkd	
5:00 PM	-----				-----	

5:00 PM						
to		Evening Rate Period		N/Wkd	Eve.	
11:00 PM	-----			-----	-----	

11:00 PM						
to		Night/Weekend Rate Period				
8:00 AM	-----					

4.16 Holiday

On Holidays the rate applicable is the Evening rate unless a lower rate would normally apply.

4.17 Computation of Charges

4.17.1 Calls will be billed in increments of either (i) an initial thirty (30) seconds period and additional periods of six (6) seconds, (ii) an initial sixty (60) seconds period and additional periods of thirty (30) seconds, or (iii) an initial one (1) minute period and additional periods of one (1) minute, as set forth herein. Where answer supervision is available, the time of each call begins as set forth in Subsection 4.17.2 below, and ends when the calling party disconnects. In no event will the time of a call be deemed to begin prior to sixty (60) seconds from the time of intervention by an operator or automated equipment with respect to said call, except where answer detection capability exists.

4.17.2 Where answer supervision is available, the time of a call begins when the called station is answered, as determined by the standard industry methods selected by the applicable Other Provider. The Company will not knowingly bill any Customer for unanswered calls. Upon the Customer's request, the Company shall promptly refund or credit, as the case may be, payments or charges for any unanswered call inadvertently billed due to the unavailability of Feature Group D or to the LEC's failure to provide answer supervision. Where answer supervision is not available, any call for which the billed duration exceeds one minute shall be presumed to have been answered.

EXHIBIT "E"

BIOGRAPHICAL INFORMATION
REGARDING MANAGEMENT OF APPLICANT

Applicant's management team possesses the necessary technical capability to provide competitive local exchange and intrastate interexchange telecommunications services in the State of Tennessee. Applicant's key personnel are described on the following pages:

MANAGEMENT

Jeff Hinkle *President*

Profile Summary:

Mr. Hinkle's industry experience includes an extensive background in IT strategy and network infrastructure development. His career experiences have included clients in the financial, manufacturing, telecommunications, and service industries. He also has extensive functional experience in business planning, sales engineering, and organizational planning.

Mr. Hinkle has been involved in the startup and creation of business units in four multinational Fortune 500 companies including BellSouth, General Electric, Sun Data, and Air Liquide America. He is able to visualize coming trends, articulate them into a need, and guide the business from a leadership and p&l basis. He is familiar with the trials and tribulations of a startup and working to create an image.

Mr. Hinkle joined Sun Data, Inc. from General Electric ITS where he was the US Director of Engineering for LAN / WAN Communications. Prior to GE, Mr. Hinkle was a director with BellSouth in their data communications group. These were all new focus units within these organizations.

QUALIFYING EXPERIENCES IN:

- LAN / WAN Infrastructure Design and Implementation
- Network Management Design and Implementation - Private as well as large scale NMC projects
- LAN / WAN Protocol Analysis
- Information and Technology Strategy
- Business Process Design and Implementation
- Business Solution Selection, Design and Implementation
- Line of business creation and management
- Personnel management

SELECTED ACCOMPLISHMENTS:

- Performed complete infrastructure audit and planning review for major US Bank. Included all aspects of data communications infrastructure today as well as in the near future.
- Built line of business in high tech company and produced measurable profit in 1 year. Became largest Cisco volume reseller in SouthEast US in 1.5 years.
- Designed and installed ATM / Ethernet infrastructure for 1200 node headquarters building of two different Fortune 100 companies.

- Designed and implemented Frame Relay networks for over 50 separate clients.
- Designed a fully redundant ATM / Ethernet infrastructure for a 900 node LAN that included a private ATM over SONET (OC3) data center interconnect with circuit emulated extension of the PBX between sites.
- Participated in the design and installation of a Network Management Center for a major RBOC's Internet service offering.
- Analyzed, Selected managed implementation of a flexible MRPII system including new network infrastructure for an electronics manufacturer in Silicon Valley.
- Lead a Business Process Reengineering project for a Fortune 500 company that led to a data center consolidation and major accounting and manufacturing systems redesign.

EDUCATION AND PROFESSIONAL TRAINING:

- BSBA Operations Management Auburn University Auburn, AL
- MBA Marketing Saint Mary's San Francisco, CA
- Multi-Protocol / Multi-Vendor Internetworking
- Bridge / Router Installation Training
- Hands On T-Carrier Components and Operation
- Frame Rely / SONET / ATM / ISDN
- Comprehensive Knowledge of: CSU/DSU, Hubs, Bridges, Routers, Switches, Muxes, I-Muxes, Channel Banks
- Comprehensive product line knowledge of: Ascend, Bay Networks, Cisco, 3Com, Osicom, Motorola, USR, Kentrox, Larscom.

EXHIBIT "F"

FINANCIAL STATEMENTS OF DV2, INC.

Applicant is a newly-created telecommunications carrier, Applicant will submit to the Commission financial information and business projections specific to Applicant's operations, which further demonstrate Applicant's ability to provide the services proposed herein, under trade secret protection.

EXHIBIT "G"

**APPLICANT'S SMALL AND MINORITY-OWNED TELECOMMUNICATIONS
BUSINESS PLAN**

DV2, INC.

**SMALL AND MINORITY-OWNED
TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN**

Pursuant to Tennessee Code Annotated § 65-5-212, as amended, DV2, Inc. (“DV2”) submits this plan to enhance the participation of small and minority-owned businesses in the telecommunications industry in the State of Tennessee (“Plan”).

I. PURPOSE

The purpose of Section 65-5-212 is to provide opportunities for small and minority-owned telecommunications businesses to provide goods and services to telecommunications service providers within the State of Tennessee. DV2 is committed to the goals of Section 65-5-212 and to taking steps to support the participation of small and minority-owned telecommunications businesses in the Tennessee telecommunications market. As such, DV2 intends to provide opportunities for small and minority-owned businesses to compete for contracts for goods and services. Furthermore, DV2 intends to identify and to inform small and minority-owned businesses of such opportunities. To this end, DV2 intends to obtain a list of qualified vendors from the Department of Economic and Community Development, which administers the small and minority-owned telecommunications business assistance program.

II. DEFINITIONS

As defined in Section 65-5-212, “small business” means a business which has annual gross receipts of less than four million dollars (\$4,000,000). “Minority-owned business” means a small business which is solely-owned by, or at least fifty-one percent (51%) of the assets or outstanding stock is owned by, an individual who personally manages and controls daily operations of such business and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin.

III. ADMINISTRATION

The Plan will be overseen and administered by the individual named below (hereinafter referred to as the “Administrator”), who will be responsible for carrying out and promoting DV2’s efforts at providing equal opportunities for small and minority-owned telecommunications businesses. The Administrator of the Plan will be:

Jeffrey W. Hinkle
President
DV2, Inc.
Marietta, Georgia 30062
Tel.: (770) 643-9371
Fax.: (770) 643-9539

The Administrator’s responsibilities will include:

- (i) maintaining an updated Plan in full compliance with Section 65-5-212 and with the rules and regulations of the Tennessee Regulatory Authority (“TRA”);
- (ii) developing and implementing policies and procedures necessary for the Plan’s success at increasing participation by small and minority-owned telecommunications businesses;
- (iii) preparing and submitting such information as may be required by the TRA from time to time, including, *inter alia*, required annual updates;
- (iv) serving as the primary contact point between DV2 and the TRA, other agencies of the State of Tennessee and small and minority-owned businesses;
- (v) developing (and encouraging the development of) opportunities for small and minority-owned telecommunications businesses to bid on and participate in DV2 contracts; and
- (vi) establishing a recordkeeping system to track DV2’s efforts at encouraging participation by small and minority-owned telecommunications businesses.

In performance of these duties, the Administrator intends to utilize a number of resources,

including: the United States Department of Commerce (Small Business Administration and Office of Minority Business), the Tennessee Department of Economic and Community Development, and local Chambers of Commerce throughout the State of Tennessee. In addition, DV2 intends to contact certain coalitions whose mission is to increase minority participation in business (e.g., the National Minority Supplier Development Council, the National Association of Minority Contractors).

IV. RECORDS AND COMPLIANCE REPORTS

DV2 intends to maintain records of (i) qualified small and minority-owned telecommunications businesses, and (ii) DV2's efforts to use the goods and services of such businesses, including internal educational or training activities conducted to implement or to improve the Plan. DV2 will submit to the TRA all records concerning the plan which are required by the TRA, and intends to cooperate fully with all surveys, studies or information requests authorized by the TRA.

Dated this 8th day of February, 2000.

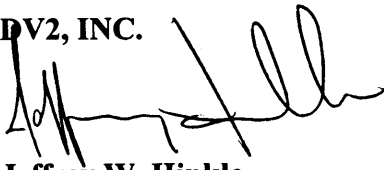
DV2, INC.

By: **Jeffrey W. Hinkle**
President

EXHIBIT "H"

APPLICANT'S YEAR 2000 READINESS DISCLOSURE

Applicant is a newly-created telecommunications carrier. As such, Applicant does not currently utilize any legacy systems that are not Year 2000 compliant. To the extent that it provides telecommunications services over its own facilities, Applicant will utilize facilities that are Year 2000 compliant.

EXHIBIT "I"
APPLICANT'S TOLL DIALING PARITY PLAN

DV2, INC.

INTRALATA TOLL DIALING PARITY PLAN

I. INTRODUCTION

Pursuant to regulations promulgated by the Federal Communications Commission (“FCC”),¹ DV2, Inc. (“DV2”) intends to implement technologies which will provide end user customers (“Customer(s)”) with the opportunity to designate a presubscribed carrier for their intraLATA toll traffic. Once the Customer has made such a designation, intraLATA toll calls will automatically be directed to the designated carrier without additional action on the part of the Customer (*e.g.*, without requiring the Customer to dial an access code); in addition, Customers will continue to have the option to utilize additional intraLATA toll carriers on a call-by-call basis by dialing access codes. This Plan will be implemented throughout all exchanges in Tennessee. DV2 intends to offer its services in all LATAs in Tennessee.

II. METHODOLOGY

DV2 will utilize “multiple Primary Interexchange Carrier (‘PIC’)” technology to implement intraLATA toll dialing parity. Multiple-PIC technology will allow Customers the capability to presubscribe to the same or different carriers for their intraLATA toll and interLATA service. In addition, DV2 will offer Customers the ability to access all participating carriers (who have established themselves as access customers under applicable DV2 tariffs) by dialing the appropriate access code (*i.e.*, 10XXX, 101XXXX) when placing individual toll calls. Any tariff affected by this Plan will be revised where appropriate, and such revisions will be filed with all applicable regulatory authorities.

DV2 does not intend to recover the costs associated with implementing the Plan.

¹47 C.F.R. §51.213(a) (requiring each local exchange carrier offering local exchange service in a state to file a intraLATA toll dialing parity plan). *See also* In the Matters of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996 *et al.*, FCC 99-54, CC Docket 96-98 (Order adopted March 19, 1999, released March 23, 1999).

III. CARRIER INFORMATION

Carriers will have the option of (i) offering intraLATA toll service only or offering intraLATA toll and interLATA service and (ii) participating in all market areas or only in specific market areas. DV2 will notify potential carriers prior to the initial availability of presubscription in a particular market area.

A carrier will be required to return a completed Non-Disclosure and Participation Agreement, which will be provided to individual carriers as part of the DV2 correspondence process. Carriers wishing to participate will be requested to submit Access Service Requests/Translation Questionnaires to the Access Tandem owner (*i.e.*, the incumbent local exchange carrier (“ILEC”)) and to DV2.

DV2 will not participate in billing disputes between the Customer and the alternative carrier arising out of or related to the provision of intraLATA toll services.

IV. NETWORK INFORMATION

All originating intraLATA toll traffic will initially be routed via the ILEC Access Tandem. Each participating carrier must have Feature Group “D” trunks in place (or ordered) between its point of presence and the ILEC Access Tandem(s).

DV2 will route all originating intraLATA toll traffic to the designated carrier and will only block traffic at the request of the Customer and/or in compliance with applicable law and regulations. DV2 will not honor requests from carriers to block traffic or to remove Customers from the carrier’s network. Calls that cannot be completed to a carrier will be routed to a recorded announcement.

V. CUSTOMER CONTACT INFORMATION

DV2's customer contact representatives will process Customer-initiated PIC selections to DV2 or to an alternative intraLATA toll carrier as designated by the Customer. In addition, alternative carriers may submit PIC changes to DV2 via a fax/paper interface; in this event, carriers will be required to submit PIC changes using the Customer Account Record Exchange ("CARE") 960-byte format via paper medium. DV2 will provide carriers with PIC order confirmation and reject information using the CARE format. Specific details regarding CARE will be provided to participating carriers.

Existing Customers will be notified of DV2's implementation of intraLATA toll dialing parity via billing insert within two (2) billing cycles after Commission approval of this Plan. DV2 will not automatically assign a PIC selection (for itself or any other carrier) to any existing Customer without receipt of that Customer's written consent. Should written DV2 correspondence to an existing Customer go unanswered, no PIC change will be made. DV2 will accept a selection of "NO PIC" as a bona-fide PIC selection; "NO PIC" Customers will have access code dialing capability to reach participating intraLATA toll carriers.

DV2 will inform new Customers of their right to choose an intraLATA toll carrier, and will process Customer-initiated PIC selections to DV2 or to an alternative intraLATA toll carrier as designated by the Customer. In the event that a new Customer is unable or unwilling to select an intraLATA toll carrier, DV2 will enter a PIC selection of "NO PIC" for such Customer, and will advise such Customer that he or she will have access code dialing capability to reach participating intraLATA toll carriers. DV2 will provide all Customers with a confirmation notification of their PIC selection.

Upon Customer request, DV2's representatives will provide alternative carrier names (and, if supplied by the alternative carrier, telephone numbers) to new or existing Customers in random, competitively neutral order. However, DV2's representatives will not discuss alternative carrier rates or services with Customers, nor will they provide Customers with Carrier Identification Codes or access dialing instructions. DV2's representatives will not initiate or accept three-way calls from alternative carriers to discuss presubscription.

VI. COMPLIANCE WITH LAWS/ ANTI-SLAMMING PROCEDURES

DV2 will provide nondiscriminatory access to telephone numbers, operator services, directory assistance and directory listings in all areas served. DV2 will comply with all rules promulgated by the FCC and TRA, including the TRA's anti-slamming rules. DV2's procedures to protect consumers against slamming will conform to the requirements of TRA Rule 1220 4-2.56.

VII. PRESUBSCRIPTION INFORMATION

A five dollar (\$5.00) PIC Change Charge will be incurred and billed to the Customer for each eligible line where a PIC change is made. However, DV2 intends to provide Customers with a thirty (30) day PIC Change Charge waiver period. Beginning one hundred and eighty (180) days after the implementation of this Plan, DV2 will offer intraLATA PIC Freeze service to all Customers at no charge, in an effort to reduce unauthorized PIC changes. PIC Freeze can only be initiated or removed by the Customer's verbal or written request.

For Customers who change their local service provider from another local exchange carrier ("Other LEC") but retain the telephone number assigned by the Other LEC, DV2, as part of the CARE PIC process, will provide the designated intraLATA carrier with both the retained Other LEC telephone number and the DV2-assigned telephone number.

Dated this 08 day of February, 2000.

DV2, INC.

By:


Jeffrey W. Hinkle
President

EXHIBIT "J"

**PRE-FILED TESTIMONY OF JEFFREY W. HINKLE, PRESIDENT
OF APPLICANT**

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

IN RE:)
)
APPLICATION OF DV2, INC. FOR A)
CERTIFICATE OF PUBLIC CONVENIENCE)
AND NECESSITY TO PROVIDE LOCAL)
EXCHANGE AND INTRASTATE)
INTEREXCHANGE TELECOMMUNICATIONS)
SERVICES AS A COMPETITIVE)
TELECOMMUNICATIONS SERVICE)
PROVIDER WITHIN THE)
STATE OF TENNESSEE)

DOCKET NO. _____

**DIRECT TESTIMONY OF JEFFREY W. HINKLE
ON BEHALF OF DV2, INC.**

Charles A. Hudak
Timothy L. Geraghty
Gerry, Friend & Sapronov, LLP
Three Ravinia Drive, Suite 1450
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Tel: (770) 399-9500
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And

Michael B. Bressman, Esq.
Boult Cummings Conners
& Berry PLC
414 Union Street, Suite 1600
P.O. Box 198062
Nashville, Tennessee 37219
Tel.: (615) 252-2399
Fax.: (615) 252-6399

COUNSEL FOR DV2, INC.

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is Jeffrey W. Hinkle, and my business address is 2116 Kinsmon Drive, Marietta,
3 Georgia 30062.

4 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

5 A. I am employed by DV2, Inc. ("DV2") as President.

6 **Q. PLEASE IDENTIFY DV2.**

7 A. DV2 a is a newly-created telecommunications carrier. Currently, DV2 is in the process of
8 applying both (i) for a Certificate of Authority from the Tennessee Secretary of State to
9 transact business within the State of Tennessee, and (ii) for a Certificate of Public
10 Convenience and Necessity from the Tennessee Regulatory Authority ("TRA") to provide
11 local exchange and intrastate interexchange telecommunications services as a competitive
12 telecommunications service provider within the State of Tennessee.

13 **Q. WHAT ARE YOUR RESPONSIBILITIES WITH DV2?**

14 A. As President of DV2, I am responsible for overseeing DV2's daily operations, including
15 oversight of all sales, marketing, finance, personnel and regulatory compliance activities.

16 **Q. PLEASE PROVIDE A BRIEF BACKGROUND OF YOUR EDUCATION AND**
17 **WORK EXPERIENCE.**

18 A. My industry experience coupled with my business experience has prepared me for the
19 successful implementation of DV2's business plan to become an integrated communications
20 provider. My industry experience includes an extensive background in information
21 technology ("IT") strategy and network infrastructure deployment. Specifically, I am
22 qualified in LAN/WAN infrastructure design and implementation, network management and
23 design implementation, LAN/ WAN protocol analysis, business process design and
24 implementation and business solution selection, design and implementation. My training
25 includes multi-protocol/multi-vendor internetworking, bridge/router training, hands on T-

1 carrier components and operation, and familiarity with frame relay, SONET, asynchronous
2 transfer mode ("ATM"), and ISDN technologies. I have comprehensive knowledge of
3 CSU/DSU, hubs, bridges, routers, switches, muxes, I-muxes and channel banks, and
4 comprehensive product line knowledge of Ascend, Bay Networks, Cisco, 3Com, Osicom,
5 Motorola, USR, Kentrox and Larscom products.

6 I have been involved in the start-up and creation of business units in four
7 multinational Fortune 500 companies including BellSouth Corporation, General Electric ITS,
8 Sun Data, Inc. and Air Liquide. In addition, I have performed a complete infrastructure audit
9 and planning review for a major United States Bank, and I have designed and installed
10 ATM/Ethernet infrastructures for 1200 node headquarter buildings of two different Fortune
11 100 companies. Furthermore, I have participated in the design and installation of a network
12 management center for a major RBOC's Internet services organization. In addition to
13 gaining valuable industry experience, I have worked with clients in the financial,
14 manufacturing, and services industries, thus gaining the business experience necessary to
15 guide DV2 as its President.

16 Prior to founding DV2, I was employed by Sun Data, Inc. and General Electric ITS,
17 where I was US Director of Engineering for LAN/Wan Communications. Prior to General
18 Electric ITS, I was a director with BellSouth Telecommunications, Inc. in their data
19 communications group.

20 My educational background consists of a B.S.B.A. degree in Operations Management
21 from Auburn University, and an M.B.A. in Marketing from Saint Mary's College.
22

1 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

2 A. The purpose of my testimony is to support DV2's application for authority to provide
3 facilities-based and resold local exchange and intrastate, interexchange (interLATA and
4 intraLATA toll) telecommunications services as a competitive telecommunications service
5 provider within the State of Tennessee.

6 **Q. WILL OTHER WITNESSES BE TESTIFYING ON BEHALF OF DV2?**

7 A. No.

8 **Q. ARE YOU FAMILIAR WITH THE APPLICATION THAT DV2 HAS SUBMITTED**
9 **TO THE TRA?**

10 A. Yes, I am.

11 **Q. DO YOU RATIFY AND CONFIRM THE STATEMENTS AND**
12 **REPRESENTATIONS MADE IN THAT APPLICATION?**

13 A. Yes, I do.

14 **Q. PLEASE DESCRIBE DV2 AND ITS BUSINESS ACTIVITIES.**

15 A. DV2 was created in 1998 to provide a single resource for a wide variety of
16 telecommunications, data communications, Internet, e-commerce, and LAN networking
17 services to residential and business customers. DV2 intends to offer its customers products
18 such as local switched and/or dedicated voice services, long distance switched and/or
19 dedicated voice services, as well as high-speed data services to satisfy the explosive demand
20 created by the Internet.

21 Currently, DV2 has filed, or is in the process of filing, applications for authority to
22 provide the telecommunications services described herein in the states of Alabama, Florida,
23 Georgia, Louisiana, North Carolina and Texas. DV2 has not been denied authority to
24 provide intrastate telecommunications services in any state and has not been subject to any

1 regulatory penalties for violating state or federal telecommunications statutes, rules or
2 regulations (e.g., slamming).

3 **Q. HAS DV2 EVER PROVIDED SERVICE IN THE STATE OF TENNESSEE UNDER**
4 **ANY OTHER NAME?**

5 A. No, DV2 has never offered service in the State of Tennessee under any other name.

6 **Q. PLEASE DESCRIBE THE AUTHORIZATION SOUGHT BY DV2 IN THIS**
7 **PROCEEDING.**

8 A. DV2 is seeking authority to provide facilities-based and resold local exchange and intrastate,
9 interexchange (interLATA and intraLATA toll) telecommunications services as a
10 competitive telecommunications service provider within the State of Tennessee.

11 **Q. PLEASE DESCRIBE HOW DV2 PROPOSES TO PROVIDE LOCAL EXCHANGE**
12 **AND INTRASTATE, INTEREXCHANGE SERVICES THROUGHOUT THE STATE**
13 **OF TENNESSEE.**

14 A. DV2 intends to provide local exchange services (i) by reselling the services of other
15 certificated local exchange carriers operating in the State of Tennessee (ii) by leasing
16 unbundled network elements (e.g., transport) obtained from certificated incumbent local
17 exchange carriers operating in the State of Tennessee and (iii) by providing services over
18 DV2's proposed facilities-based network. DV2 intends to provide facilities-based
19 interexchange (interLATA and intraLATA toll) telecommunications services to business and
20 residential customers through the use of a combination of unbundled network elements
21 leased from other certificated carriers, and long distance transmission facilities leased or
22 purchased from certificated long distance carriers. Until DV2's facilities are operational,
23 DV2 intends to provide interexchange telecommunications resale services.

1 **Q. PLEASE DESCRIBE THE TECHNICAL RESOURCES OF DV2.**

2 A. DV2 has sufficient technical ability to provide the services for which authority is requested
3 in the Application. DV2's management has been instrumental in designing, implementing
4 and operating several telecommunications networks for companies such as BellSouth
5 Corporation, General Electric ITS, Sun Data, Inc. and Air Liquide. Further descriptions of
6 DV2's management and technical abilities are set forth at Exhibit "E" of the Application.

7 **Q. PLEASE DESCRIBE THE MANAGERIAL RESOURCES OF DV2.**

8 A. DV2's management has the extensive business, technical, operational and
9 telecommunications regulatory experience essential to operating a successful
10 telecommunications company. A description of DV2's management is set forth at Exhibit
11 "E" of the Application.

12 **Q. PLEASE DESCRIBE DV2'S FINANCIAL CAPABILITY TO PROVIDE THE**
13 **SERVICES PROPOSED HEREIN.**

14 A. DV2 possesses sufficient financial capability to provide its local exchange and intrastate
15 interexchange telecommunications services on a continuous basis. Inasmuch as DV2 is a
16 newly-created telecommunications carrier, DV2 will submit to the Commission financial
17 information and business projections specific to DV2's operations, which further
18 demonstrate DV2's ability to provide the services proposed herein, under trade secret
19 protection. Such financial information is attached at Exhibit "F" of the Application.

20 **Q. PLEASE IDENTIFY THE CERTIFICATED AREAS FOR WHICH DV2 IS**
21 **REQUESTING AUTHORITY IN THIS APPLICATION.**

22 A. DV2 is seeking authority to provide facilities-based and resold local exchange and intrastate,
23 interexchange (interLATA and intraLATA toll) telecommunications services as a
24 competitive telecommunications service provider within the State of Tennessee, *i.e.*, DV2

1 seeks authority to provide these services on a state-wide basis to the fullest extent permitted
2 by applicable law or TRA order.

3 **Q. PLEASE DESCRIBE THE SERVICES DV2 INTENDS TO OFFER PURSUANT TO**
4 **THE AUTHORITY REQUESTED IN THIS APPLICATION.**

5 A. DV2's requests authority to provide a wide variety of local voice and data
6 telecommunications services, including single and multi-line residential and business
7 services; complex services such as CENTREX, high-capacity private line (e.g. T-1, DS-1,
8 DS-3, OC-3, OC-12), ISDN, digital subscriber line and frame relay services; directory listing
9 services; and optional CLASS service features such as call waiting, call forwarding, three-
10 way calling, speed dialing, call return, unpublished number and caller identification. DV2's
11 proposed interexchange services include direct dial ("1+") services, measured toll services,
12 private line services, and toll-free (*e.g.*, "800", "888") services.

13 **Q. HOW WILL DV2 PERFORM BILLING AND CUSTOMER SERVICE FUNCTIONS**
14 **FOR THE SERVICES OFFERED?**

15 A. DV2 intends to bill its customers directly for local exchange and intrastate, interexchange
16 telecommunications services. The charges, based upon the rates which will be set forth in
17 DV2's tariffs, DV2's name, and its telephone number for customer assistance will appear on
18 all invoices. As a new entrant into the Tennessee telecommunications marketplace, DV2 has
19 not yet finalized its policies regarding customer service orders, inquiries and complaints.
20 However, DV2 intends to comply with all rules and regulations that the TRA may impose
21 subject to Tennessee law as now or hereafter enacted.

1 **Q. WILL DV2 COMPLY WITH ALL APPLICABLE TRA RULES AND TENNESSEE**
2 **LAWS?**

3 A. DV2 hereby asserts its willingness and ability to comply with all rules and regulations that
4 the TRA may impose subject to Tennessee law as now or hereafter enacted.

5 **Q. IN YOUR OPINION, IS THE GRANTING OF DV2'S APPLICATION IN THE**
6 **PUBLIC INTEREST?**

7 A. Yes. Using state of the art network technology, DV2 intends to provide a single resource for
8 a wide variety of telecommunications, data communications, Internet, e-commerce, and LAN
9 networking services to residential and business customers. Applicant intends to offer its
10 customers products such as local switched and/or dedicated voice services, long distance
11 switched and/or dedicated voice services, as well as high-speed data services to satisfy the
12 explosive demand created by the Internet.

13 In addition to the services DV2 plans to offer, the presence of another authorized
14 local exchange and intrastate interexchange carrier will provide additional choices to
15 consumers, promote competition, and lead to the reduction of consumer costs for
16 telecommunications services. Competition, in turn, will encourage efforts by other
17 certificated telecommunications providers to broaden the range of choices for Tennessee
18 consumers of local exchange and intrastate interexchange services. DV2 submits that, based
19 on the information supplied herein, its proposed service offerings will provide Tennessee
20 consumers with high quality telecommunications products and services at reasonable rates
21 while encouraging innovation and efficiency among all providers of telecommunications
22 products and services in the state.

23 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

24 A. Yes, it does.

VERIFICATION

STATE OF GEORGIA

*

COUNTY OF FULTON

*

VERIFICATION

I am a duly authorized officer of DV2, Inc. and am authorized to make this statement on its behalf. I have read the foregoing Direct Testimony and declare that the statements therein are true of my own knowledge, except as to matters which are stated on information and belief. As to those matters, I believe them to be true. I so declare under penalty of perjury that the foregoing is true and correct.

DV2, INC.

By: _____

Name: Jeffrey W. Hinkle

Title: President

Date: _____

2/8/2000

SUBSCRIBED AND SWORN to before
me this 8th day of February, 2000.

Carol Jean Hawley

NOTARY PUBLIC in and for said
County and State

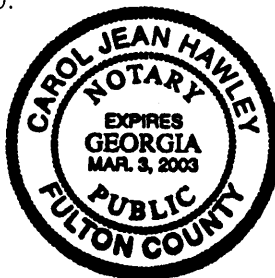


EXHIBIT "K"

APPLICANT'S SAMPLE BILL

Applicant is currently in the process of developing its billing system. As such, Applicant will supply the TRA with a sample invoice upon completion of the billing system.